IN THE

United States Commerce Court.

No. 61.

THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY ET AL., PETITIONERS,

vs.

THE UNITED STATES OF AMERICA, RESPONDENTS, INTERSTATE COMMERCE COMMISSION ET AL., INTERVENERS.

FILED MAY 15, 1912.

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JUDD & DETWEILER (INC.), PRINTERS, WASHINGTON, D. C., MAY 15, 1912.

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Stipulation Filed May 10, 1912, Excluding Certain Exhibits from Printed Record.

1b In the United States Commerce Court.

No. 61.

ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY et al.
v.
UNITED STATES.

It is hereby stipulated and agreed, by and between the parties to the above entitled cause by their respective solicitors that the following exhibits adduced by the parties in case No. 3,000 before the Interstate Commerce Commission, viz:

Complainants' Exhibit No. 48, being the annual report of the Atchison, Topeka & Santa Fe Railway Company for 1909.

Defendants' Exhibit No. 1, being the Santa Fe Refrigerator Dispatch Circular No. 2-D and 27-*a* containing rules and regulations governing the handling of perishable freight effective May 15, 1909, 27-*a* being effective May 10, 1909, promulgated by the Railroad Refrigerator Service Association.

Defendants' Exhibit No. 8, being a blue print of a Pacific Fruit Express refrigerator car.

Defendants' Exhibit No. 16 being circular No. 27 of the Railroad Refrigerator Service Association effective July 1, 1908.

Defendants' Exhibit No. 53, being seven (7) blue prints of Santa Fe profiles of line.

And the following exhibits adduced before the Commission on the rehearing of said cause No. 3,000, viz:

Mortenson's exhibits No. 1 to 9, inclusive, which are set out in full in the record on page 1563, et seq.

Mortenson's exhibit No. 10 which is a Pennsylvania railroad map.

* * * * * * *

2b need not be printed in the record in the above entitled cause; and that sufficient copies thereof, not less than fifteen (15), shall be furnished by counsel for the petitioners to the Clerk of the Court for the use of the Court and the counsel on the hearing of the said cause and that such copies when so furnished may be used to all intents and purposes as though printed in the record.

C. W. DURBROW,
H. A. SCANDRETT,
ROBERT DUNLAP,
T. J. NORTON,
Solicitors for Petitioners.
BLACKBURN ESTERLINE,
Special Assistant to the Attorney General, for the United States.
P. J. FARRELL,
Solicitor Interstate Commerce Commission,
Per E.
ASA F. CALL,
Solicitor for Arlington Heights Fruit Company,
Per E.

IN THE

United States Commerce Court.

No. 61.

THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY et al.
vs.
THE UNITED STATES.

EXHIBITS.

1 61.

Filed United States Commerce Court, Apr. 15, 1912. G. F. Snyder, Clerk.

Exhibit to Record Before the I. C. C.

Interstate Commerce Commission, Washington.

I, John H. Marble, Secretary of the Interstate Commerce Commission, do hereby certify that the papers hereto attached are true copies of complainants' exhibits Nos. 1 to 65, both inclusive, with the exception of exhibit No. 42, being pamphlet entitled "Brief of Facts Concerning Citrus Traffic Presented to the Ways and Means Committee by a Committee Representing the Citrus Protective League of California," which is missing, and exhibit No. 21-A, and defendants' exhibits Nos. 1 to 53, both inclusive, with the exception of exhibit No. 6, being a topographical map entitled "A World in Itself, covering California as seen on The Atchison, Topeka & Santa Fe Railway Coast Line," exhibit No. 25, being pages 725 to 728, inclusive, of the Railway Age Gazette of March 13, 1910, and exhibit No. 27, being a circular observation chart No. 7 for recording temperature readings, marked in pencil "Started at 12:25, P. M.", which are missing, filed as a part of the testimony taken on March 23, 24, 25, 26, 28 and 29, 1910, at Los Angeles, California, in the case of Arlington Heights Fruit Exchange and others against Southern Pacific Company and others, docket No. 3000, the originals of which are now on file and of record in the office of this Commission.

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of the Commission, this 15th day of April, 1912.

[Seal Interstate Commerce Commission, 1887.]

JOHN H. MARBLE, *Secretary.*

2

COMPLAINANT'S EXHIBIT 1.

History of Lemon Rate from California.

Date.	Time in effect.	Rate in cents per 100 lbs.	
1885 to Nov. 30, 1902	17 years	125	
Dec. 1, 1902, to May 31, 1903	6 months	100	(winter relief rate)
June 1, 1903, to Nov. 30, 1903	6 months	125	
Dec. 1, 1903, to June 15, 1904	6½ months	100	" " "
June 16, 1904, to Oct. 31, 1904	4½ months	125	
Nov. 1, 1904, to Dec. 5, 1909	5 years 1 mo.	100	(permanent rate)
Dec. 6, 1909, to date		115	

(The above rates applied to substantially all points, except rate to Colorado common points was $1.12½ when $1.25 rate was in effect.)

The minimum carload weights applicable were as follows:

1885-1893	20,000 lbs.
1893—Nov. 15, 1899	24,000 lbs.
Nov. 15, 1899—Nov. 27, 1905	26,000 lbs.
Nov. 27, 1905, to Jan. 20, 1906.	24,190, cars 36 feet or less outside. 26,200, cars over 36 feet outside.
Jan. 20, 1906, to date	24,190, cars 36 feet or less outside. 26,200, cars over 37 feet outside.

Tariff References:

Trans. F. B. E. B. Nos. S. R. 383, 395, 508, 609, (I. C. C. Nos. 269, 279, 400, 505.)
Trans. F. B. E. B. No. 3 H. (I. C. C. No. 906.)

History of Orange Rate from California.

Date.	Time in effect.	Rate in cents per 100 lbs.
1885 to February 26, 1907	22 years	125
Feb. 26, 1907, to date	.....	115

The minimum carload weights applicable were as follows:

1885-1893	20,000 lbs.
1893—Nov. 15, 1899	24,000 lbs.
Nov. 15, 1899—Nov. 27, 1905	26,000 lbs.
Nov. 27, 1905—Jan. 20, 1906.	24,190, cars 36 feet or less outside. 27,600, cars over 36 feet outside.
Jan. 20, 1906—June 15, 1906.	24,190, cars 37 feet or less outside. 27,600, cars over 37 feet outside.

June 15, 1906, to date..... {24,190, cars 37 feet or less outside.
{26,700, cars over 37 feet outside.

Tariff References:

Trans. F. B. E. B. Nos. 383, 395, 508, 544, 609, 627, 752, 770, 771, 784, 792, 822, 852, 879, 905, 909, 930, 935, 957, (I. C. C. Nos. 269, 279, 400, 437, 505, 527, 656, 671, 672, 684, 691, 718, 745, 770, 795, 798, 822, 826, 827, 848.)

3 COMPLAINANT'S EXHIBIT 2.

Table Showing Number of Carloads of Citrus Fruit Shipped from California.

Season—	Oranges.	Lemons.	Total.
1893-4	.....	....	5871
1894-5	.....	....	5022
1895-6	.....	....	7575
1896-7	.....	....	7350
1897-8	13987	1166	15153
1898-9	9448	903	10351
1899-0	16362	1447	17809
1900-1	21173	2924	24097
1901-2	17571	2816	20387
1902-3	21080	2649	23729
1903-4	26684	2782	29466
1904-5	27342	4274	31616
1905-6	23739	3789	27528
1906-7	26319	3507	29826
1907-8	27688	4959	32647
*1908-9	33947	6150	40097

*Estimated.

COMPLAINANT'S EXHIBIT 3.

Table of Total Number of Cars of Oranges and Lemons Shipped by California Fruit Growers' Exchange, Showing Number Moved under Ventilation and Number Moved under Refrigeration, During Three Seasons, Commencing November 1, 1906, *and Ending October* 31, 1909.

	Oranges.			Lemons.			Orgs. & Lems.		
	Vent.	Iced.	Total.	Vent.	Iced.	Total.	Vent.	Iced.	Total.
1906–7.									
A. T. & S. F. Ry. Co.....	2825	4072	6897	1234	407	1641	4059	4479	8538
Sou. Pac. Ry. Co.	2980	2994	5974	715	102	817	3695	3096	6791
S. P., L. A. & S. L. Ry. Co.	321	324	645	5	....	5	326	324	650
Total.....	6126	7390	13516	1954	509	2463	8080	7899	15979
1907–8.									
A. T. & S. F. Ry. Co.....	4382	3536	7918	1855	492	2347	6237	4028	10265
Sou. Pac. Ry. Co.....	3621	2617	6238	956	222	1178	4577	2839	7416
S. P., L. A. & S. L. Ry. Co.	137	176	313	11	....	11	148	176	324
Total.....	8140	6329	14469	2822	714	3536	10962	7043	18005

1908–9.

A. T. & S. F. Ry. Co.....	5446	6220	11666	1774	1096	2870	7220	7316	14536
Sou. Pac. Ry. Co.....	3895	3554	7449	771	148	919	4666	3702	8368
S. P., L. A. & S. L. Ry. Co.	326	305	631	62	15	77	388	320	708
Total.....	9667	10079	19746	2607	1259	3866	12274	11338	23612

Total for Three Seasons.

A. T. & S. F. Ry. Co.....	12653	13828	26481	4863	1995	6858	17516	15823	33339
Sou. Pac. Ry. Co.....	10496	9165	19661	2442	472	2914	12938	9637	22575
S. P., L. A. & S. L. Ry. Co.	784	805	1589	78	15	93	862	820	1682
Total.....	23933	23798	47731	7383	2482	9865	31316	26280	57596

5 COMPLAINANT'S EXHIBIT 4.

Table of Number of Carloads of Citrus Fruits Shipped from California Weekly, Commencing November 3, 1908, Showing Continuity of Shipments.

Week commencing—		Number of cars.	Week commencing—		Number of cars.
November	3	342	May	4	1,520
	10	380		11	1,288
	17	265		18	1,009
	24	233		25	893
December	1	678	June	1	992
	8	818		8	1,235
	15	457		15	1,274
	22	505		22	978
	29	699		29	736
January	5	647	July	6	647
	12	373		13	673
	19	713		20	582
	26	963		27	481
February	2	1,048	August	3	395
	9	708		10	406
	16	1,424		17	392
	23	1,419		24	363
March	2	1,324		31	299
	9	1,260	Sept.	7	309
	16	1,202		14	286
	23	890		21	244
	30	1,441		28	205
April	6	1,769	October	5	201
	13	1,561		12	184
	20	1,581		19	192
	27	1,524	October	26 to 31	186
Total					40,244

6 COMPLAINANT'S EXHIBIT 5.

Table 1.—Exports of Lemons from Italy, 1898 *to* 1908, *Inclusive.*

Calendar year ended Dec. 31—	Quantity, pounds.	Value.	Exports to U. S., per cent.	Value per pound.
1898	325,504,061	$3,419,486	41.3	.0105
1899	369,473,041	3,234,489	36.7	.0087
1900	311,563,577	3,000,886	29.0	.0096
1901	368,801,294	3,228,610	29.2	.0087
1902	490,053,960	3,432,077	35.3	.0070
1903	459,622,020	3,218,948	31.2	.0070
1904	514,137,472	3,600,745	37.3	.0070
1905	452,903,655	3,171,899	32.1	.0070
1906	550,524,096	4,337,525	37.1	.0078
1907	559,549,378	4,408,653	37.8	.0078
1908	540,332,790	*4,257,229	32.7	..0078

* Value for 1908 in Italian trade statistics subject to revision in 1909.

Table II.—Total Imports of Lemons into the United States for Consumption, 1898 to 1908, Inclusive.

Fiscal year ended June 30th—	Quantity, pounds.	Value.
1898	133,347,050	$2,521,985.32
1899	208,634,448	4,399,160.72
1900	159,384,389	3,655,946.85
1901	148,334,112	3,516,877.29
1902	162,962,091	3,318,908.82
1903	152,775,867	3,087,244.22
1904—Gen. Tariff	164,042,415	3,507,679.55
From Cuba	410	6.00
	164,042,825	3,507,685.55
1905—Gen. Tariff	139,079,003	2,904,975.44
From Cuba	3,528	71.00
	139,082,531	2,905,046.44
1906—Gen. Tariff	138,689,148	2,934,195.34
From Cuba	1,122	26.80
	138,690,270	2,934,222.14
1907—Gen. Tariff	153,930,739	4,254,230.56
From Cuba	34,519	1,236.00
	153,965.258	4,255,466.56
1908—Gen. Tariff	178,437,835	4,388,247.95
From Cuba	21,298	393.00
	178,459,133	4,388,640.95

Taken from The Italian Lemon Industry, by G. Harold Powell, pages 11, 12.

7 COMPLAINANT'S EXHIBIT 6.

Statement of Importations of Lemons Through the Various Ports of Entry in the United States, for the Fiscal Years, Ending June 30, as Follows:

Year.	Port of entry.	Importation.
1905.	Baltimore	$8,515
"	Boston and Charlestown, Mass	147,722
"	New York	2,527,095
"	Philadelphia	9,865
"	New Orleans	204,259
1906.	Baltimore	9,509
"	Boston and Charlestown, Mass	184,506
"	New York	2,511,371
"	Philadelphia	26,953
"	New Orleans	188,121
1907.	Baltimore	33,604
"	Boston and Charlestown, Mass	280,013
"	New York	3,543,399
"	Philadelphia	50,291
"	New Orleans	316,038
1908.	Baltimore	41,000
"	Boston and Charlestown, Mass	253,215
"	New York	3,693,844
"	Philadelphia	75,386
"	New Orleans	297,364

8 COMPLAINANT'S EXHIBIT 7.

Table of Rates in Cents per 100 lbs. on Sicilian Lemons, Carloads from New York, Montreal and New Orleans to Points Named Below, Compared with Rates on California Lemons.

To—	Rates from—			
	[1]New York.	[1]Montreal.	[1]New Orleans.	[2]Cal.
Aberdeen, S. D.	....	....	107	115
Albany, Ga.	....	....	58	140
Alexandria, Va.	....	....	60	115
Anniston, Ala.	....	....	47	140
Ashtabula, Ohio	34	35	50	115
Atlanta, Ga.	61	....	47	140
Austin, Tex.	....	....	78	115
Baltimore, Md.	23	....	....	"
Benton Harbor, Mich	48	....	50	"
Birmingham, Ala.	....	....	42	140
Buffalo, N. Y.	28	27	50	115
Burlington, Iowa	66	....	40	"
Cairo, Ill.	58	....	32	"
Cedar Falls, Iowa	....	....	60	"
Cedar Rapids, Iowa	....	....	56	"
Charleston, S. C.	70	....	49	140
Charleston, W. Va.	44	....	50	115
Chattanooga, Tenn.	55	....	47	140
Chicago, Ill.	40	39	40	115
Cincinnati, Ohio	37	38	37	"
Clarksburg, W. Va.	....	....	53	"
Cleveland, Ohio	36	30	....	"
Columbus, Ohio	39	39	50	"
Concord, N. H.	24	....	....	"
Council Bluffs, Iowa	81	....	69	"
Dallas, Tex.	....	....	78	"
Davenport, Iowa	66	....	52	"
Dayton, Ohio	40	36	47	"
Denver, Colo.	....	....	115	"
Des Moines, Iowa	70½	....	60.55	"
Detroit, Mich.	39	35	50	"
Dubuque, Iowa	66	....	....	"
Duluth, Minn.	66	....	80	"
El Paso, Tex.	....	....	88	....
Evansville, Ind.	44	49	34	"

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To—	Rates from— [1]New York.	[1]Montreal.	[1]New Orleans.	[2]Cal.
Fargo, N. D.	....	....	109	115
Fort Madison, Iowa	66	....	40	"
Fort Worth, Tex	....	....	78	"
Frankfort, Ky.	37	....	37	"
Gadsen, Ala.	....	....	47	140
Grand Island, Neb.	....	....	102	115
Grand Rapids, Mich	40	42	55	"
Hannibal, Mo.	59	....	40	"
Helena, Ark.	....	....	25	"
Hillsdale, Mich.	....	....	50	"
Holland, Mich.	40	....	55	"
Hot Springs, Ark	....	....	51	"
Humboldt, Tenn.	....	....	32	"
Indianapolis, Ind.	40	41	40	"
Ionia, Mich.	40	42	55	"
Iowa City, Iowa	....	....	65	"
Jacksonville, Fla.	....	....	39	140
Kansas City, Mo.	77	74	60	115
Keokuk, Iowa	66	....	40	"
Kingston, Ont.	39	....	71	"
Knoxville, Tenn.	....	....	52	140
Lincoln, Neb.	....	....	73	115
Little Rock, Ark	....	....	50	"
London, Ont.	27	....	55	"
Louisville, Ky.	40	....	34	"
Lynchburg, Va.	....	....	56	"
Macon, Ga.	....	....	47	140
Manitowoc, Wis.	50	....	56	115
Memphis, Tenn.	55	....	25	"
Meridian, Miss.	....	....	25	"
Milan, Tenn.	....	....	32	"
Milwaukee, Wis.	40	44	43	"
Minneapolis, Minn.	66	....	69	"
Montgomery, Ala.	....	....	42	140
Montpelier, Vt.	31	....	....	115
Montreal, Can.	37	....	76.5	"
Muskegon, Mich.	40	42	55	"

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To—	Rates from— [1]New York.	[1]Montreal.	[1]New Orleans.	[2]Cal.
Nashville, Tenn.	....	....	34	140
New Haven, Conn.	14	....	....	115
Omaha, Neb.	81	....	69	"
Oshkosh, Wis.	....	....	58	"
Ottumwa, Iowa	....	....	54.67	"
Philadelphia, Pa.	10	....	....	115
Pittsburgh, Pa.	30	39	50	"
Portland, Me.	26	....	....	"
Providence, R. I.	16	....	....	"
Raleigh, N. C.	....	....	100	166
Richmond, Va.	32	....	60	115
Rochester, N. Y.	....	....	57	"
Rome, Ga.	....	....	47	140
St. Joseph, Mo.	77	....	60	115
St. Louis, Mo.	47	46	40	"
St. Paul, Minn.	66	....	65	"
Sioux City, Iowa	85	....	....	"
Springfield, Ill.	47	52	40	"
Terre Haute, Ind.	40	....	....	"
Toledo, Ohio	39	35	....	"
Topeka, Kan.	101	....	80	"
Toronto, Ont.	39	....	....	"
Tuscaloosa, Ala.	....	....	25	140
Washington, D. C.	26	....	....	115
Waterloo, Iowa	....	....	60	"
Winnipeg, Can.	116	....	....	125

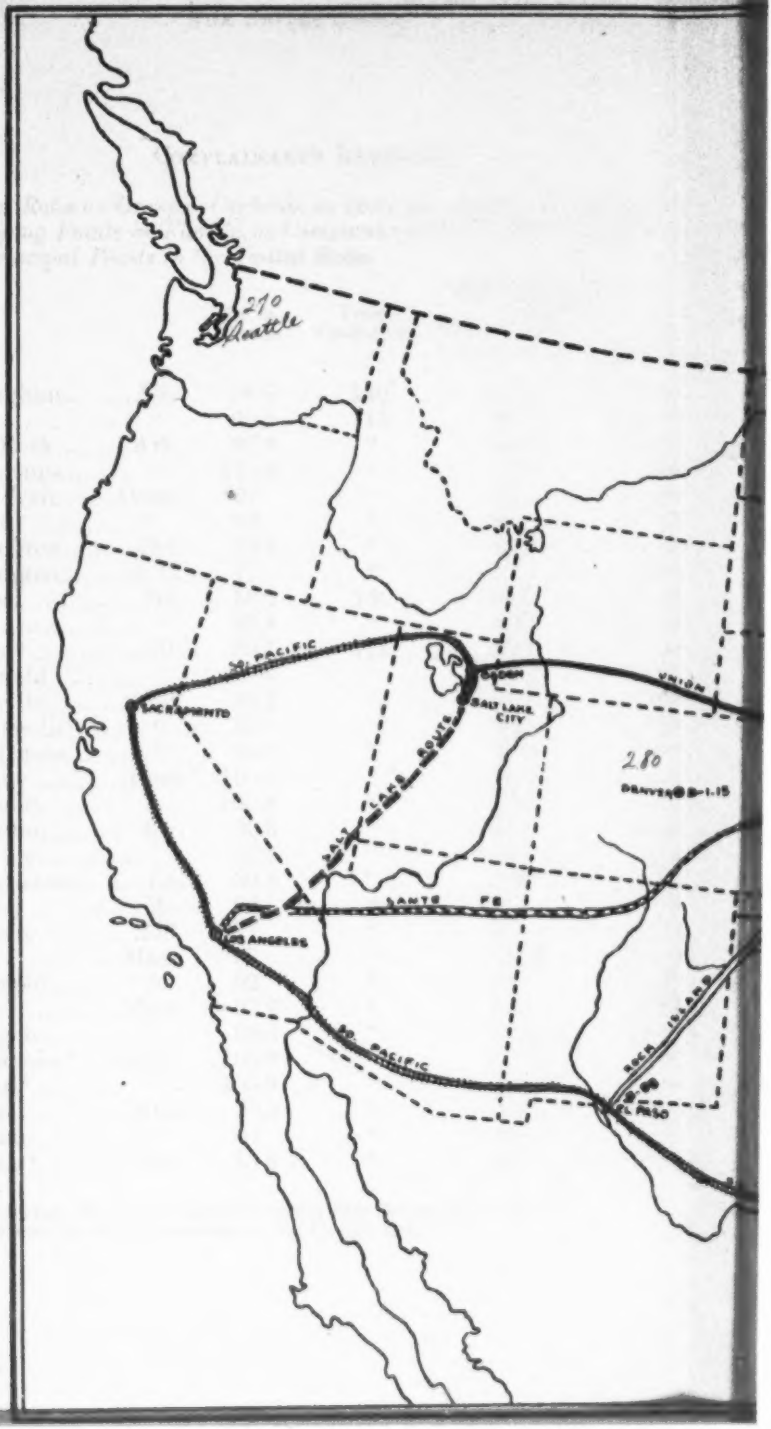
[1]Minimum 20,000 lbs., unless otherwise noted, except domestic rate from New Orleans, which is 24,000 lbs.

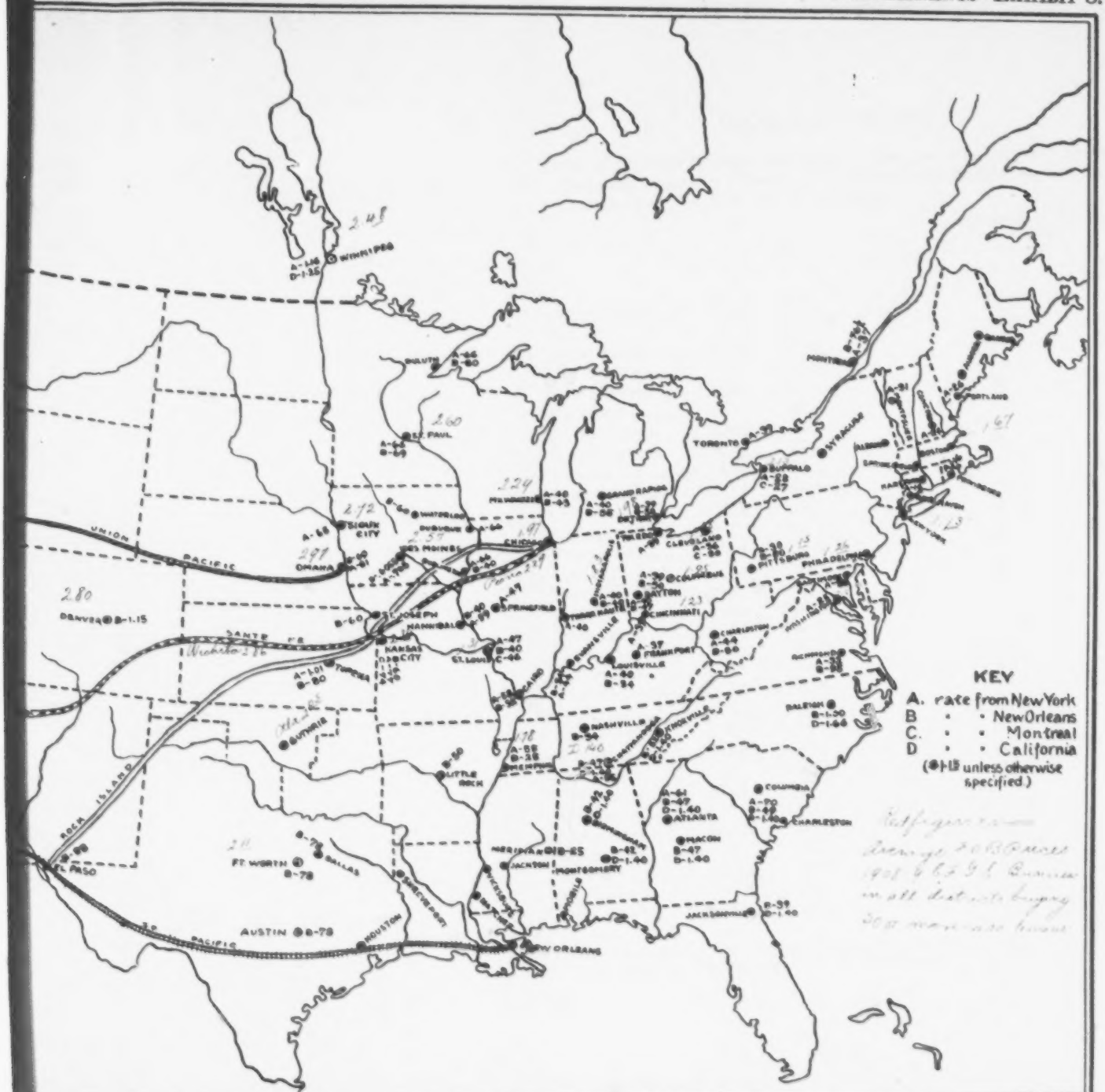
[2]Minimum 26,200 (cars over 37 ft. outside); 24,190 (cars 37 ft. or less outside).

Tariff references:

Ill. Cent. R. R., I. C. C. 3167
L. & N. R. R., I. C. C. A-6696
Southeastern, No. 5 (Washburn)
Trans. F. B. E. B., I. C. C. 906 and 894
B. O. R. R., I. C. 8339, 8345, 8776-7-8
Grand Trunk System, I. C. C. 354, 548, 72, 100, 102.

(Here follows map marked page 11.)


270
Seattle
SO. PACIFIC
SACRAMENTO
OGDEN
SALT LAKE CITY
UNION
280
DENVER
LAKE
SOUTH
SANTA FE
LOS ANGELES
SO. PACIFIC
ROCK ISLAND
EL PASO


KEY
A. rate from New York
B " " New Orleans
C. " " Montreal
D " " California
(●)-13 unless otherwise specified)
WINNIPEG
DULUTH
ST. PAUL
SIOUX CITY
OMAHA
DENVER
UNION PACIFIC
SANTA FE
ROCK ISLAND
T. & P.
EL PASO
FT. WORTH
DALLAS
AUSTIN
HOUSTON
NEW ORLEANS
MONTGOMERY
JACKSONVILLE
ATLANTA
CHARLESTON
COLUMBIA
RALEIGH
NASHVILLE
LOUISVILLE
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DAYTON
COLUMBUS
CLEVELAND
PITTSBURG
PHILADELPHIA
BUFFALO
TORONTO
SYRACUSE
PORTLAND
GRAND RAPIDS
MILWAUKEE
CHICAGO
DUBUQUE
DES MOINES
ST. JOSEPH
HANNIBAL
SPRINGFIELD
KANSAS CITY
ST. LOUIS
TOPEKA
WICHITA
GUTHRIE
LITTLE ROCK
MERIDIAN
JACKSON
SHREVEPORT
VICKSBURG
MEMPHIS

22 000 PAPER BAGS 88888 SHEET 297 x 8

12 COMPLAINANT'S EXHIBIT 9.

Table of Rates on Oranges, Carloads, in Cents per 100 lbs., from Average[1] Shipping Points in Florida, as Compared with Rates from California to Principal Points in the United States.

	From Florida.	From California.	Difference in favor of Florida.	
			Per 100 lbs.	Per car of 24,000 min.
Birmingham.....Ala.	58.5	140	81.5	$195.60
Mobile..... ..... "	60.8	115	54.2	130.08
Little Rock.....Ark.	95.8	"	19.2	46.08
Hot Springs..... "	111.8	"	3.2	7.68
New Haven.....Conn.	92	"	23	55.20
Hartford .... "	92	"	23	55.20
Wilmington.....Del.	78.2	"	36.8	88.32
Washington.....D. C.	77	"	38	91.20
Atlanta.....Ga.	58.2	140	81.8	196.32
Macon .... "	53.8	"	86.2	206.88
Chicago*.....Ill.	89.5	115	25.5	61.20
Springfield ..... "	97.8	"	17.2	41.28
Evansville.....Ind.	83.2	"	31.8	76.32
Indianapolis*..... "	85.8	"	29.2	70.08
Terre Haute..... "	93.2	"	21.8	52.32
Dubuque... .....Iowa	100.8	"	14.2	34.08
Davenport ..... "	100.8	"	14.2	34.08
Lexington..... Ky.	80.8	"	34.2	82.04
Louisville..... "	80.8	"	34.2	82.04
New Orleans.....La.	60.8	"	54.2	130.08
Portland.....Me.	92	"	23	55.20
Baltimore.....Md.	77	"	38	91.20
Boston ....Mass.	87	"	28	67.20
Springfield..... "	92	"	23	55.20
Detroit.....Mich.	97.2	"	17.8	42.72
Muskegon..... "	99.8	"	15.2	36.48
Minneapolis *.....Minn.	105.8	"	9.2	22.08
St. Paul*..... "	105.8	"	9.2	22.08
Jackson.....Miss.	75.8	"	39.2	94.08
Meridian..... "	67	"	48	115.20
St. Louis*.....Mo.	85.8	"	29.2	70.08

[1]This average rate was ascertained in the Florida case to be 18.6 cts.
*As reduced by the Commission in the Florida case.

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	From Florida.	From California.	Difference in favor of Florida.	
			Per 100 lbs.	Per car of 24,000 min.
Kansas City*.....Mo.	100.8	115	14.2	$34.08
Omaha*.....Neb.	105.8	"	9.2	22.08
Concord.....N. H.	92	"	23	55.20
Camden..... .....N. J.	87	"	28	67.20
Newark..... "	80.8	"	34.2	82.04
Albany.....N. Y.	89.5	"	25.5	61.20
Buffalo..... "	89.5	"	25.5	61.20
New York..... "	80.8	"	34.2	82.04
Rochester..... "	89.5	"	25.5	61.20
Asheville... .....N. C.	73.2	189	115.8	287.92
Raleigh ..... "	73.2	166	92.8	222.72
Cincinnati .....Ohio	80.8	115	34.2	82.04
Cleveland*..... "	89.5	"	25.5	61.20
Columbus*..... "	86.8	"	29.2	70.08
Dayton..... "	90.8	"	24.2	58.08
Toledo ..... "	95.8	"	19.2	46.08
Philadelphia.....Pa.	78.2	"	36.8	88.32
Pittsburg..... "	88.2	"	26.8	64.32
Providence. ..... R. I.	87	"	28	67.20
Charleston.....S. C.	54.5	140	85.5	205.20
Columbia..... "	67	179	112	268.80
Chattanooga.....Tenn.	67	140	73	175.20
Memphis..... "	75.8	115	39.2	94.08
Galveston .....Tex.	101.8	"	13.4	32.01
Houston..... "	101.8	"	13.4	32.16
Montpelier.....Vt.	95.8	"	19.2	46.08
Norfolk.....Va.	76.2	"	38.8	93.12
Richmond ..... "	76.2	"	38.8	93.12
Charleston.....W. Va.	95.8	"	19.2	46.08
Wheeling..... ... "	97.2	"	17.8	42.72
Milwaukee*..... Wis.	92	"	23	55.20

Tariff references:

A. C. L. R. R. I. C. C. a-144.
Trans. F. B. E. B. I. C. C. No. 906.
Opinion I. C. C. 1153.

14 COMPLAINANT'S EXHIBIT 10.

Table Showing Earnings per Car on Oranges and Lemons Shipped by California Fruit Growers Exchange, Based on the Average Loading of Cars of All Minimums. Oranges $1.15 *and Lemons* $1.00 *per* 100 *lbs.*

Season.	Minimum.	Average load.		Earnings per car.	
		Oranges.	Lemons.	Oranges.	Lemons.
1904-5	26000 lbs.	26928	26292	$309.67	$262.92
1905-6	Cars 36′ and under 24190 Cars over 36′ Lemons 26200 Oranges 27660	27216	26040	312.98	260.40
1906-7	Cars 37′ and under 24190 Cars over 37′ Lemons 26200 Oranges 26700	28152	26544	323.75	265.44
1907-8	"	27936	27048	321.26	270.48
1908-9	"	28152	27384	323.75	273.84

On the new collapsible bunker cars now being used by the Santa Fe Refrigerator Despatch Company and the Pacific Fruit Express Company, when loaded in the same manner as other cars (2 boxes high and six wide) the earnings are: Oranges, $387.50; Lemons, $342.72.

COMPLAINANT'S EXHIBIT 11.

Table Showing Number and Amount of Claims Paid for Loss and Damage to Citrus Fruit Shipped by the California Fruit Growers Exchange for Seasons 1904–5 *to* 1908–9. *This Includes Claims on Account of Delay, Improper Ventilation, Insufficient Icing, Delay in Furnishing Equipment, Freezing in Transit, Wrecks, and Rough Handling.*

Season.	Per cent. of fruit shipped by exchange.	Southern Pacific Co.		Santa Fe.		Salt Lake route.		Total number paid.	Total amount paid.	Per cent. of amount of freight and refrigeration paid.
		No. of claims paid.	Amount paid.	No. of claims paid.	Amount paid.	No. of claims paid.	Amount paid.			
1904–5.....	46%	1,623	$38,421.62	1,794	$37,764.47	.....	.....	3,417	$76,186.09	1.4
1905–6.....	48%	1,316	30,651.74	1,581	38,913.02	152	$4,587.38	3,049	74,152.14	1.5
1906–7.....	55%	1,867	42,312.70	1,839	30,578.29	252	6,952.07	3,958	79,843.06	1.3
1907–8....	56%	2,451	50,149.17	2,719	43,102.26	169	3,333.39	5,339	96,584.82	1.6
1908–9....	59%	1,499	20,443.11	2,401	23,034.40	287	1,333.36	4,187	44,810.87	.5
Total and average..	55%	8,756	181,978.34	10,334	173,392.44	860	16,206.20	19,950	371,576.98	1.25

Per Cent Loss and Damage on All Freight for 1909.

Southern Pacific	.01717
Santa Fe	.0178
Union Pacific	.016
Salt Lake Route	.013343

16 COMPLAINANT'S EXHIBIT 12.

Table Showing Earnings Per Car Per Mile on Average Haul of Average Load of Oranges and Lemons Shipped by California Fruit Growers Exchange.

Average Haul.

Oranges, 2,500 miles.
Lemons, 2,000 miles.

Season.	Earnings per car mile, in cents.	
	Oranges.	Lemons.
1904–5	12.38	13.15
1905–6	12.52	13.02
1906–7	12.95	13.27
1907–8	12.85	13.52
1908–9	12.95	13.69

On the new collapsible bunker cars when loaded in the usual manner (two boxes high and six wide) the earnings are:

Oranges, 15.50
Lemons, 17.14

17 COMPLAINANT'S EXHIBIT 13.

Table Showing Freight Earnings Per Car on Oranges Moving under Ventilation or Refrigeration Compared with Earnings on Cars Precooled and Preiced by Shippers.

Pacific Fruit Express Cars.

Car.	Weight of car.	Weight of ice.	Weight of orang's.	Total.	Earnings per car.	E'r'ngs per gross ton.
Ventilated ..... (396 boxes)	44,500	.....	28,512	73,012	$327.92	$8.98
Refrigerated ... (396 boxes)	44,500	7,000	28,512	80,012	327.92	8.19
Precooled & preiced..... (462 boxes)	44,500	7,000	33,264	84,764	382.54	9.02
Santa Fe Refrig. Desp. Co. Cars.						
Ventilated ..... (384 boxes)	37,440	.....	27,648	65,088	$317.95	$9.66
Refrigerated ... (384 boxes)	37,440	7,000	27,648	72,088	317.95	8.82
Precooled & preiced..... (448 boxes)	37,440	7,000	32,256	76,696	370.95	9.67

18 COMPLAINANT'S EXHIBIT 14.

A.

Comparison of Blanket Commodity Rates on Native California Products from Points in California, Nevada and Utah, as Compared with the Rate on Lemons and Oranges.

Commodity.	Rate per 100 lbs.
Lemons	$1.00
Oranges and other Citrus Fruits	1.15
Alfalfa Meal	$.80
Apples, fresh	1.00
Apricot and Peach Kernels	.90
Beans and Peas, dried	.85
Brandy, California, in wood	.85
Brandy, California, in glass	1.00
Cabbage, fresh	.75
Canned Goods (Fish, Fruits, Meats, Soups, Tamales), Olives, Vegetables, Preserved Fruits, Fruit Juice and Catsup	.85
Cascara Sagrada, Oregon Grape Root and Ava Root	1.00
Cauliflower, pickled, in brine	.75
Caviar, salted and pickled	1.00
Caviar, salted and pickled (in box cars)	.85
Cereal and Cereal Products	.65—.80
Cider, Ginger Ale and other Carbonated beverages	.85
Citron, Dried or Cured	.85
Cucumbers, Green, Salted	.75
Extracts	1.00
Figs	1.00
Fibre, Flax	1.00
Fish (Dry), Smoked or Salted	.85
Fish (Dry), Salted and Pickled	1.00
Fish (Dry), Salted and Pickled (in box cars)	.85
Fruit Juices and Fruit Syrup	1.10
Fruits, Concentrated	1.10
Fruits, Dried	1.10
Fruits, Preserved	.85
Grape Juice	.75
Grape Must, Liquid	1.00

†All these rates appear in Trans. F. B. East Bound Tariff No. 3 H. (I. C. C. No. 906), effective Dec. 6, 1909, and supplements.

19

Commodity.	Rate per 100 lbs.
Honey, Strained, in glass	$1.00
Lime Juice, Clarified	1.10
Mince Meat, Minced Fruit and Fruit Paste	1.00
Oil Foots	.85
Olives	1.00
Olive Oil	1.00
Onions	.75
Orange and Lemon Peel, Dried	.85
Ore, N. O. S., and Mint Sweepings, value not to exceed $100 per ton	1.00
Ore, N. O. S. (dependent on value)	.45—.85
Peach and Apricot Pits	.85
Petroleum	.90
Pickles, N. O. S., including Catsup, Horseradish, Capers, Kraut, Mustard (prepared), Olives, Peppers (pickled), Pepper Sauce, Table Sauce, N. O. S., Vinegar	1.00
Potatoes (including Sweet Potatoes)	.75
Prunes, dried	1.10
Rasins, dried	1.10
Raisin Seed Oil	.85
Shells, Abalone	1.00
Shells, Sea	1.00
Sugar	.55—.63 (Min. 60,000 lbs.)
Sugar	.60—.85 (Min. 33,000 lbs.)
Syrup	.75
Tomato Pulp	.85
Vegetables (including Garlic), fresh	.95—1.00
Vinegar (not Acetic Acid)	(except to groups B & C.) .85
Wines, California	.75
Wine, Lees	1.00

20 B.

Comparison of Blanket Commodity Rates on Other Products from Points in California, Nevada and Utah as Compared with the Rates on Lemons and Oranges.†

Commodity.	Rate per 100 lbs.
Alcohol and High Wines	$.85
Ammonia, Nitrate of	.75
Asphalt, Liquid, including Petroleum Liquid Asphalt and Asphaltum	.55—.60
Asphalt Paper Conduits	.85
Asphaltum and Bituminous Rock	.55—.60
Barley	.55—.75
Beer	1.00
Beer Packages	.65
Berry or Fruit Boxes, or Baskets	1.00
Bone Ash, Black and Dust	1.00
Bones	.65
Borate Rock	.55
Borax, Boracic Acid and Borate of Lime	.80
Bottles, viz.: Carboys (empty)	.75
Bottles, Empty, returned	.65
Brick, Common or Pressed	.50
Brick, Fire	.50
Calcium Citrate	.80
Canaigre Chips	.80
Casein (Dry Milk Curds)	.85
Fibre, Plastering	1.00
Food, Poultry	.60
Fuller's Clay	.50
Ginger Ale, Root Beer and Carbonated Beverages. Also Mineral Water	.75
Grease, Axle	.75—.90
Hair, Cattle	.85
Handles, Broom	.85
Hay	1.00
Hemp	.75
Horns	1.00
Household Goods	1.00
Houses, Wooden, Portable	1.00
Infusorial and Fuller's Earth	.50
Insulator Pins	.90

†All these rates appear in Trans. F. B. East Bound Tariff No. 3 H (I. C. C. No. 906), effective Dec. 6, 1909, and supplements.

21

Commodity.	Rate per 100 lbs.
Junk	$.60
Leather	.75
Lepidolite	.75
Lumber, Built-up, Combined or Veneered Wood	.85
Lumber, for piano sounding boards	.70 except to groups B. & C.
Magnesite, Calcined	.75
Magnesite, Crude	.50
Malt	.60—.75
Marble and Onyx	.75
Matches	1.10
Milk, Condensed	.85
Mustard Bran	.60
Mustard Cake, Mustard Flour and Mustard Bran	.80
Oats	.55—.65
Pebbles	.50
Pipe, Wooden	.60—.90
Reels or Spools	1.00
Refuse, Sugar Refinery	.55—.85
Residue, Tar and Lampblack	.75
Rye	.55—.65
Seed	1.00—1.10 except to groups A-D.
Seed, Mustard	.85
Seed, Sugar Beet	.75
Slate	.80
Staves, Heading and Hoops	.85
Stone	.50—.55
Sugar	.55—.60 (Min. 60,000)
Sugar	.65—.85 (Min. 33,000)
Sulphur	.75
Tule	1.10
Wheat	.55—.65
Wood Pulp	.65—.75

22 C.

Comparison of Blanket Commodity Rates from California Terminals Only with the Rates on Oranges and Lemons.†

Commodity.	Rate per 100 lbs.
Argol	$1.00
Assayers' Materials	.75
Babbitt Metal	1.00
Bags and Bagging, Burlap, Gunny, Jute or Cotton	.60—.85
Bags, Burlap (Cotton lined)	.70—.85
Beer, Beer Tonic, Malt Extract and Liquid Bread	1.00
Cans, Tin	.85
Cereals and Cereal Products, viz.: Flour (Wheat, Rye or Buckwheat)	.65—.75
Chocolate, Chocolate Coating, Cocoa, Cocoa Butter and Cocoanut Butter	.75—.90
Cocoa Beans	.85
Coffee, Green, Roasted or Ground	.80
Coffee, Substitute and Chicory	.80
Compound, Boiler	.75
Copper Cement	.75
Copra	1.00
Crockery	85.—1.00
Dressing, Harness, Shoe or Belt and Shoe Blacking	1.10
Drums, or Barrels, Iron, empty, returned	.65—.75
Dry Goods	1.10
Fibre, Cocoanut	.80
Glue	.85
Glue Stock	.75
Glycerine	.75
Harrow Teeth	.75—.95
Hides, green, Sheep Slats (green) and Sheep Pelts	1.00
Ink	1.00
Insect Poison	1.10
Jar Tops (Tin)	1.00
Macaroni, Vermicelli and Noodles	1.00
Matting, China or Japanese, and Grass Matting	1.00

† All of these rates appear in Trans. F. B. East Bound Tariff No. 3 H (I. C. C. No. 906), effective December 6, 1909, and supplements.

23

Commodity.	Rate per 100 lbs.
Oil, Cocoanut (crude), Fish, Foot, Red, Seal, Whale or Crude Mineral	$1.15
Oil, Cocoanut (crude), packages	.50
Oil, Cocoanut (crude), tank cars	.55
Oil, Fish, including Whale Oil	.70
Oil Neatsfoot	.90
Oil, Red	.90
Oil, Tallow	.90
Paints	.95
Paper, Building, Roofing, etc	.75
Paper, Felt, Carpeting, etc	.75
Quicksilver	.85
Rice	.50—.60
Rope	.60—.75
Rubber, Belting, Hose and Packing	1.10
Rubber Shoddy	.75
Scouring, Washing, Polishing, and Sweeping Compounds	.80
Sheep Dip	.75
Soap Slush	.60
Soap, Soap Chips and Soap Powder	.80
Soda, Nitrate of	.50
Soda Water Returners	1.00
Tallow	.75
Tea and Tea Dust	1.00
Tile, Earthen or Encaustic	.80
Tin Discs	1.00
Tin, Scrap	.50
Twine and Cordage	.95
Varnish	.95
Wall Coating and Wall Finish	.65
Weavers' Beams (Wooden) and Paper Cores	1.00
Whale Oil Foots	.85
Wire Rope and Cable	1.10
Woods of Value	.85
Woolen Waste or Wool Shoddy	1.10
Zinc, Sulphate of	.80

24 *Summary of Blanket Rates in Tables A, B and C.*‡

Items taking	$1.15 rate	1
Items taking	1.10 rate	16
Items taking	1.00 rate	41
Items taking.	.95 rate	4
Items taking	.90 rate	9
Items taking	.85 rate	36
Items taking	.80 rate	13
Items taking	.75 rate	34
Items taking	.70 rate	3
Items taking	.65 rate	6
Items taking	.60 rate	10
Items taking	.55 rate	3
Items taking	.50 rate	9
Total		185

Total number of Intermediate and Terminal rates in tariff..... 371

‡ Where rates differ between groups higher rate is taken.

NOTE.—A comparison of the transcontinental rates from "North Pacific Coast Terminals" and points in Oregon, Washington and Idaho as the same appear in Trans. F. B. East Bound Tariff No. 2-G (I. C. C. No. 905), effective December 6, 1909, shows that blanket rates exist on substantially all of the commodities mentioned in the above tables and that these rates are the same as the rates from California points and in a number of cases even lower.

The Class Rates from California Terminals are all blanket rates to all points except group J (Colorado and Wyoming points), Classes C and D carry a rate of $1.00 per 100 pounds and Class E a rate of $0.95. There are 174 items in the Western Classification carrying a rate of $1.00 and 80 items carrying a rate of $0.95 per 100 pounds.

COMPLAINANT'S EXHIBIT 15.

Comparative Statement of Rates and Ton-mile Earnings on Commodities Appearing in T. C. F. B. Tariff 3-H, I. C. C. No. 906.

Commodities.	Rate.	3,200-mile[1] haul. Rate per ton per mile.	2,300[2] miles. Rate per ton per mile at 75% of Trans. rate.	900[3] miles. Rate per ton per mile at 25% of Trans. rate.	Center of distribution = average haul	Rate per ton mile.
2 items including Oranges	$1.15	.00718	.0075	.00638	Oranges 2,500 miles.	.0092
42 articles including Lemons	1.00	.00625	.00652	.00555	Lemons 2,000 miles.	.01
16 articles taking	1.10	.00687	.00713	.00611		
4 articles taking	.95	.00593	.00619	.00527		
9 articles taking	.90	.00562	.00586	.005		
36 articles taking	.85	.00531	.00554	.00472		
13 articles taking	.80	.005	.00521	.00444		
34 articles taking	.75	.00468	.00489	.00416		
3 articles taking	.70	.00437	.00456	.00388		
6 articles taking	.65	.00406	.00423	.00361		
10 articles taking	.60	.00375	.00391	.0033		
3 articles taking	.55	.00343	.00358	.00305		
9 articles taking	.50	.00312	.00326	.00277		

[1] Approximate mileage Los Angeles to New York.
[2] Approximate mileage Los Angeles to Chicago.
[3] Approximate mileage Chicago to New York.

26 COMPLAINANT'S EXHIBIT 16.

*Comparison of Blanket Transcontinental Rates on Perishable Commodities, to or from California Terminals or North Pacific Coast Terminals.**

Commodity.	Rate in cents per 100 lbs.	Minimum.	Direction.
Oranges	115	24190 26700	East
"	125	26000	West
Lemons	100	24190 26200	East
Ale and Beer	100	30000	East
"	100	30000	West
Apples	85-100	30000	East
Bread, Liquid	100	30000	West
Brandy, in Glass	100	30000	East
Brandy, in Wood	85	30000	East
Cabbage	75	20000	East
Caviar, Pickled	100	30000	East
Canned Goods	85	40000	East
Cauliflower, Pickled	75	30000	East
Celery	100	20000	West
Cheese	80-95	40000	West
Cider	85	30000	East
Cider	85	30000	West
Cocoanut	110	24000	West
Cucumbers, Green	75	30000	East
Fruits, Deciduous	115-140	24000	East
Fruit Juices	85	40000	East
Grape Juice	75	30000	East
Grape Juice	110	30000	West
Grape Must, Liquid	100	30000	East
Ink	100	30000	East
Ink	100	30000	West
Kraut	100	30000	East
Kraut	100	40000	West
Lime Juice, Clarifield	100	30000	East
Malt Extract	100	30000	East
Malt Extract	100	30000	West
Melons	85-120	24000	East
Melons	90	24000	West
Mineral Waters	75	30000	East
Mince Meat	100	30000	East
Mince Meat	90	30000	West
Mucilage	100	30000	West
Olives	100	30000	East
Onions	75	30000	East

Ton Mile

		1 1896	2 1897	
1.	Atchison, Topeka & Santa Fe.....	$.01028	$.01010	$
2.	Chicago, Burlington & Quincy.....	.00876	.00924	
3.	Chicago, Milwaukee & St. Paul.....	.01003	.01008	
4.	Chicago & North Western.....	.01020	.00978	
5.	Chicago, Rock Island & Pacific.....	.01017	.00958	
6.	Chicago, St. Paul, Minneapolis & Omaha.	.01127	.01023	
7.	Illinois Central	.00745	.00671	
8.	Missouri Pacific	.00943	.00836	
9.	San Pedro, Los Angeles & Salt Lake.....	.....	.....	
10.	Southern Pacific System.....	.01122	.01125	
11.	Union Pacific	.00957	.00962	

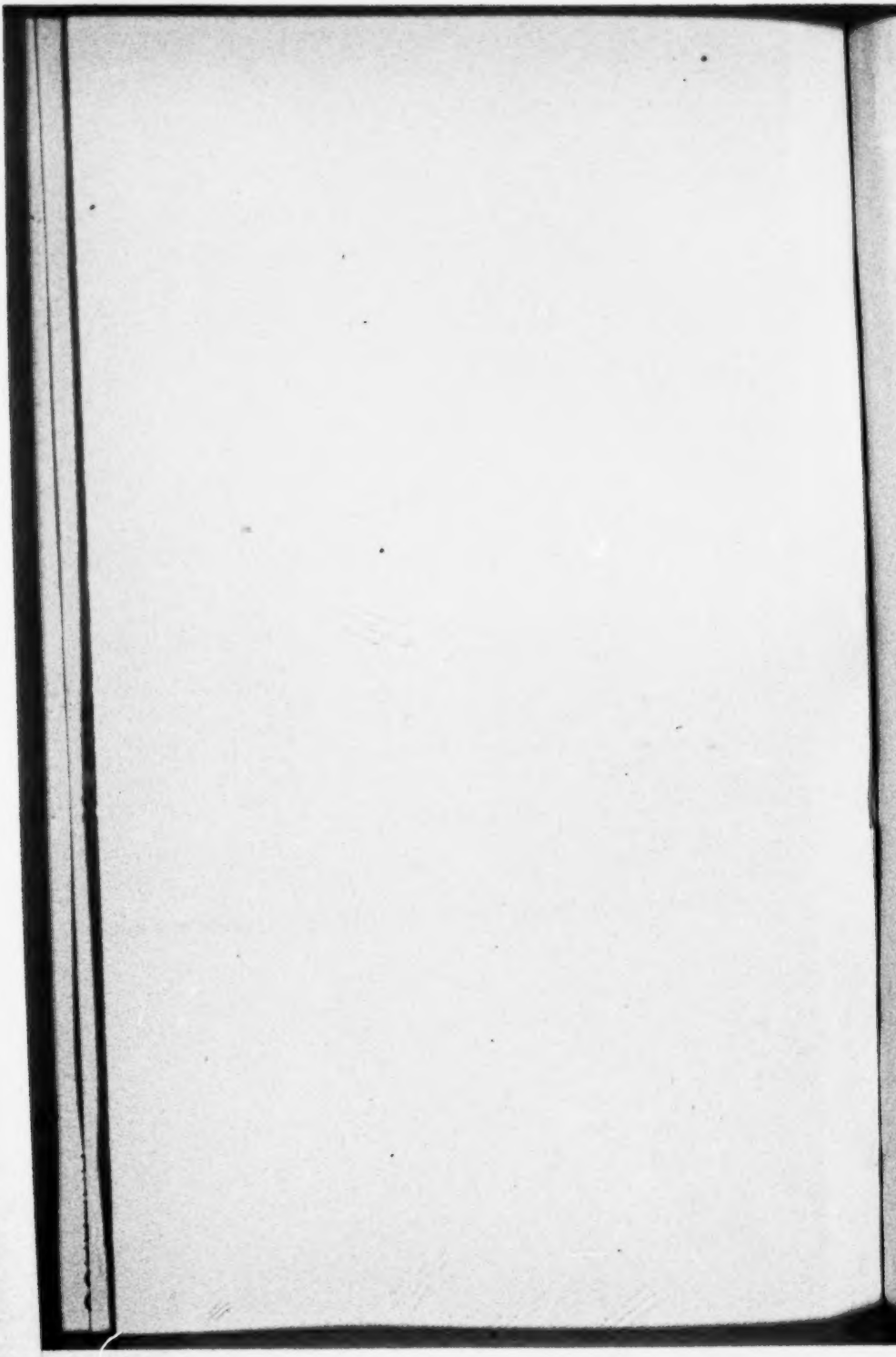
*These amounts herein stated are obtained from the "Statistics of Rail ways o

COMPLAINANT'S EXHIBIT 17.

Mile Revenue of Principal Defendant Railroads (From 1898 to 1909).*

3	4	5	6	7	8	9	10	11	12	13	14
1898	1899	1900	1901	1902	1903	1904	1905	1906	1907	1908	1909
$.00964	$.00954	$.00930	$.00937	$.00926	$.00901	$.00981	$.00959	$.00899	$.00932	$.00987	$.01026
.00984	.00909	.00877	.00862	.00893	.00864	.00858	.00835	.00804	.00787	.00796	.00789
.00972	.00937	.00930	.00861	.00840	.00865	.00891	.00881	.00862	.00856	.00812	.00838
.00894	.00878	.00837	.00863	.00824	.00889	.00917	.00915	.00888	.00849	.00867	.00897
.00966	.00996	.00987	.01000	.01034	.01013	.00944	.00931	.00930	.00953	.0094	.0094
.00976	.00969	.00972	.00957	.00967	.00932	.00916	.00930	.00931	.00884	.00893	.00903
.00695	.00688	.00650	.00619	.00622	.00591	.00607	.00587	.00556	.00577	.00586	.00596
.00819	.00852	.00861	.00863	.00884	.00829	.00884	.00874	.00826	.00849	.00851	.00863
.....	.....	.....	.03248	.03726	.03788	.02489	.02001	.01445	.01418	.01355	.01395
.01020	.00975	.00927	.00932	.00925	.00888	.00898	.01095	.01101	.01165	.01097	.01154
.00950	.01016	.01050	.01042	.00979	.00973	.00982	.00897	.00924	.00959	.00962	.01004

ays of the United States," published by the Inter.tate Commerce Commission.



Comparison of Blanket Transcontinental Rates, etc.—Continued.

Commodity.	Rate in cents per 100 lbs.	Minimum.	Direction.
Onions	75	30000	West
Pickles	100	30000	East
Pickles	100	30000	West
Potatoes	60-75	30000	East
Potatoes	75	30000	West
Tallow	60-75	60000	East
Vegetables	85-125	20000	East
Vinegar	85	30000	West
Vinegar	100	30000	East
Wines, in Glass	75	30000	East
Wines	90	30000	West

Tariff References:

Transc. F. B. E. B. No. 3 H (I. C. C. No. 906).
Transc. F. B. E. B. No. 2 G (I. C. C. No. 905).
Transc. F. B. W. B. No. 4 G (I. C. C. No. 11, C. W. Bullen, Agent).
Transc. F. B. W. B. No. 1 K (I. C. C. No. 10, C. W. Bullen, Agent).

*The commodities named herein are required to be moved in refrigerator cars, under the rules of the Railroad Refrigerator Service Association.

(Here follows Complainant's Exhibit 17.)

28 COMPLAINANT'S EXHIBIT 18.

Arlington Heights Fruit Co. Case. Docket 3000. Hearing Before I. C. C., Los Angeles, March 23, 1910.

Year—	Average price per pound paid growers by San Dimas Lemon Association; Lemon Growers' Exchange and Corona Citrus Ass'n.	Average percentage of loss—San Dimas Lemon Association and Corona Citrus Ass'n.
1893-4	$.014	....
1894-5	.0229	....
1895-6	.0064	10. %
1896-7	.0092	10.
1897-8	.0119	9.3
1898-9	.0137	8.5
1899-00	.0208	10.5
1900-01	.0082	13.98
1901-02	.0114	10.8
1902-03	.0139	9.19
1903-04	.0072	13.02
1904-05	.0162	17.31
1905-06	.024	8.8
1906-07	.0292	11.85
1907-08	.0149	11.2
1908-09	.0161	21.69
Average 16 years	$.015	11.86% 14 years

29 COMPLAINANT'S EXHIBIT 19.

Office of California Fruit Growers Exchange,
Los Angeles, Cal.

To the Board of Directors:

The year closing August 31, 1909, has been a peculiar one in many respects. In total output, the California citrus crop has been 25 per cent greater than ever before. In estimates of shipments, all factors have never been so far out of the way. The damage by frost has never been so generally severe to oranges, although the thermometer has often gone lower. In returns for fruit, the unexpected has happened in greater degree than is usually the case in a business where the unexpected is always happening. Returns on April, May and June shipments have been very low on some varieties of oranges compared with what you usually get at that time of the year.

Shipments and Returns.

California citrus shipments totaled some 39,000 cars, of which the Exchange shipped 22,954, or about 59 per cent, an increase for the

Exchange over last year of 6318 carloads, and three per cent in percentage of crop. Your expenses of doing business, including all departments, were about 5⅝¢ per box, or the same as last year. You have received an average of $1.60 per box f. o. b. California for every box of fruit shipped, as against $1.77 for the year previous, and an average of $1.75 for five years. The net amount of your sales was approximately $14,000,000, the greatest in your history. The following table shows shipments and net returns in the five years since the Agency.

Season.	Boxes.	Net amount.	Average price per box.
1904-1905	5,188,511	$7,124,377 26	$1 37
1905-1906	4,705,515	9,936,497 60	2 11
1906-1907	6,149,708	12,268,752 05	2 00
1907-1908	6,628,644	11,753,051 96	1 77
1908-1909	8,710,734	13,956,516 97	1 60
Total.....	31,383,112	$55,039,195 84	Avg. $1 75

Losses.

Your losses from failure to collect after acceptance of the goods will net about $4,000 during the last year, and in five years $4,400; or, of the $55,000,000 collected in that time only 1/125 of one per cent. Not as good a record as a year ago, but still phenomenal.

Traffic Matters.

Transportation rates are the same as a year ago as to freight, except that you have gained somewhat in the Northwestern territory in the application of the $1.15 blanket rate on oranges and the $1.00 rate on lemons. In refrigeration matters a considerable increase in minimum load has effected a small saving to the shipper in refrigeration charges, amounting to some $50,000 on a year's citrus crop. On precooled and preiced shipments, with no icing added in transit, a rate of $30 has been made as against full refrigeration charges formerly. There is a prospect of getting traffic matters adjusted so that the blanket rates will apply in the territory of the Southeastern Traffic Association, where you have paid an arbitrary for several years.

Supplies.

Owing to the manipulations of the Box Trust, it is difficult to keep track of conditions in the box line. In so far as the Exchange constituency is concerned, however, reasonable prices are assured through long time contracts we have made and are making. Prices for paper and labels remain the same, while nails for next season have been bought cheaper than ever before.

30 Tariff.

After two years of getting ready and eight months of continuous effort, during the special session of congress, the Citrus Protective

League was finally successful in maintaining the 1¢ per pound duty on oranges, and in getting an increase to 1½¢ per pound on lemons. This victory means millions of dollars to the citrus fruit industry in California, and, by the setting of new trees, 25,000 acres added to your lemon orchards, with as many new families brought into the state. The rank and file of the growers will probably never realize the hard work put in on this tariff matter, and while some faltered and withdrew their support, the Exchange and a few others pressed on to victory which was finally obtained only through the ability and energy of the California Senators and Representatives at Washington.

Claims.

We filed during the year $88,091.57 worth of claims against, and collected $125,461.09 from the carriers. The claims filed are much less in amount than formerly, owing to the better service now being given by the railroads; and the amount outstanding is decreasing very rapidly, owing to much more prompt consideration and payment than in years past. We expect to definitely dispose of a considerable number of disputed claims in the near future.

Legal Department.

You have established a legal department, with one of your own number, Mr. A. F. Call, of Corona, in charge, thus combining in one person, in your own offices, what was formerly done for you by Mr. James in Los Angeles and Mr. Mayer in Chicago. This at a considerable saving of cost. Mr. Mayer in writing of this change, through which he ceases to be on your payroll, says:

"I recall meeting Mr. A. F. Call a few times in my office, and I think you have made an excellent move when you succeeded in inducing him to become your counsel. His having an office in your city and being himself a very considerable grower gives you a double advantage, and I am glad that you have been able to effect what I believe will be a very beneficial arrangement for you."

It may be necessary to employ Mr. Mayer further, should we become involved in important litigation before the Interstate Commerce Commission or in the Federal Courts. This in addition to your regular counsel. The necessity of such action, you will have to determine when the time comes to consider it.

General Marketing Conditions.

As crops increase, facilities of distribution must increase correspondingly. New agencies must be opened, and new purchasers of car lots must be obtained. I am pleased to state that your marketing machinery, both in Los Angeles and throughout the country was never in as good shape as now. While you have lost Mr. Burton, a salesman of experience and ability, you have during the year brought into your Los Angeles offices, Messrs. Powell and King, salesmen of equal ability, not without experience, and with the vigorous energy of young manhood, which will be very valuable in that department.

In the markets of consumption you have fifteen young men occupying secondary positions who are capable of greater responsibilities, and whose help will be an important factor in extending the sale and increasing the distribution of your fruits.

Orchard and Packing-house Conditions.

While cooperation among producers from the soil has probably reached its greatest success in the California Fruit Growers
31 Exchange in so far as the United States is concerned, you must not rest content thinking you have reached the top, and that you will remain there indefinitely without great enterprise and effort on your part. The apple growers of the whole country are fast coming together in adopting cooperative methods, and in some matters have already surpassed you. The peach growers of Georgia, the citrus growers of Florida and many others, will also become your sharp competitors in cooperation. In Europe, the cooperative dairy and poultry associations of Ireland, Holland, Denmark and France, are really far in advance of us,—not so much in selling, but in preparing their products for market. There, the central organization employs experienced men, whose business it is to see that a standard grade and pack is maintained by its constituency in the producing territory, which plan you must finally adopt in some form if your grades and packs are to be uniform, and if you reach the success you might in advertising. To do this, local jealousies must be largely overcome. Cooperation in the purchase of orchard supplies, such as fertilizer, tools, harness, mules, etc. would save your growers a vast amount of money. We have tried during this last year to establish something of this kind, both as to fertilizer, and as to the supervision of picking and packing, but failed to accomplish anything. Perhaps it will be necessary to follow the lead of others in these matters rather than to ourselves take the lead as your General Manager desires.

Advertising.

The success of your advertising seems assured. You can undoubtedly make noise enough to increase the consumption of your fruits by 25 to 50 per cent in advertising one mark or brand, which is the only practical and economical way when applied to the whole country, or a considerable portion of it. But your success will not be as great as it might be if you had some general supervision as to what character of fruit is put under that brand. In other words, with supervision you might get the 100 per cent benefit possible from advertising, whereas you only get 50 per cent or thereabouts without it. Last year you expended some fifty thousand dollars in advertising, including the distribution of pamphlets, and during this coming year, you will pay out about the same amount. A year from now with a large crop in sight, you can spend $100,000 or more, with great benefit.

Conclusion.

Five years ago you had only three departments in your Los Angeles office,—your management, sales department, and cashier's department. Now you have six,—management; sales department, with three salesmen; purchasing department, through the Supply Company; legal department; cashier's department; and claim department. You should add a field department, making seven. In time you will need to expand your purchasing department in two or three directions, printing your own paper, purchasing your fertilizers, farm supplies, etc. You will also add a complete advertising department either here or in Chicago, and perhaps a traffic department, through which your claims would be handled as well. You may be slow to adopt these features, but they will surely come if you are to get the full benefit of cooperation.

Respectfully submitted,

B. A. WOODFORD,
General Manager.

32 COMPLAINANT'S EXHIBIT 20.

Confidential.

The General Manager read the following report:

"SEPT. 1, 1908.

To the Board of Directors:

With the 31st day of August ends a period of four years since the close of the Agency during which time you have yourselves marketed the fruit which you control. The following tables show the comparative volume of your business and results during the four years named above and the next four years preceding:

Season.	Your shipments each year in boxes.	Season.	Your shipments each year in boxes.
1904-5.....	5,188,511	1900-1.....	3,933,607
1905-6.....	4,705,979	1901-2.....	2,610,400
1906-7.....	6,149,626	1902-3.....	3,556,527
1907-8.....	6,636,000 (Est.)	1903-4.....	4,644,582
Total.....	22,680,116	Total.....	14,745,116

The above shows an increase in shipments during the last four years of 7,975,000 boxes, or 54 per cent.

In percentage of crop shipped by you, the result is as follows:

Season.	Per cent.	Season.	Per cent.
1904-5	47	1900-1	45
1905-6	47	1901-2	37
1906-7	55	1902-3	45
1907-8	56	1903-4	43
Average	51	Average	42

Showing an average percentage during the last four years of 51 per cent as against 42 per cent during the four years next preceding.

In net amount of money brought to California for your fruit, the record is as follows:

Season.		Season.	
1904-5	$7,123,962.54	1900-1	$4,799,000.54
1905-6	9,936,497.67	1901-2	4,385,472.00
1906-7	12,268,752.05	1902-3	4,497,919.83
1907-8	11,630,910.70 (Est.)	1903-4	5,062,594.38
Total	$40,960,122.96	Total	$18,744,986.75

Showing an increase of $22,215,136.21 or 118 per cent.

The following table shows the net amount received f. o. b. California per box on your shipments:

Season.		Season.	
1904-5	$1 37	1900-1	$1 22
1905-6	2 11	1901-2	1 68
1906-7	2 00	1902-3	1 29
1907-8	1 75 (Est.)	1903-4	1 09
Average	$1 80	Average	$1 27

This shows an increase of 53¢ per box for every box shipped during the last four years, as against the average amount received during the four years next preceding.

A table showing the number of cars and the percentage of each variety of fruit follows:

For Period 1900-1 *to* 1903-4.

Year.	Navels.	Valencias.	Other Oranges.	Lemons.	Total.
1900-1	5947=63%	551=5%	1764=16%	1764=16%	11,027
1901-2	4458=61	440=6	1315=18	1096=15	7,309
1902-3	6243=65	613=6	1329=14	1447=15	9,634
1903-4	9125=70	912=7	1433=11	1564=12	13,034
Avge. Pctg.	65				

33 *For Period* 1904-5 *to* 1907-8.

Year.	Navels.	Valencias.	Other Oranges.	Lemons.	Total.
1904-5..	10066=71%	886=6%	1131=8%	2136=15%	14,219
1905-6..	8374=65	920=7	1132=9	2458=19	12,882
1906-7..	10983=68	1473=9	1234=8	2527=15	16,217
1907-8..	11353=64	1563=9	1326=8	3394=19	17,636
Avge. Pctg.....	67	8	8	17	

Your losses from failure to collect, or in transmission of funds, have been:

Season.		Season.	
1904-5.....	$310.	1900-1.....	$2653.40
1905-6.....	.00	1901-2.....	4547.52
1906-7.....	.00	1902-3.....	1090.31
1907-8.....	81.00 (Possible)	1903-4.....	.00
Total.....	391.45	Total.....	8291.23

Showing a total loss, including last season's undetermined case, during the last four years of $391.45 or 9/10000 of one per cent of the net proceeds, as against $8291.23, or about 1/23 of one per cent during the next preceding four years.

Your marketing expenses per box have been as follows:

Season.		Season.	
1904-5.....	$.045	1900-1.....	$.031
1905-6.....	.061	1901-2.....	.051
1906-7.....	.052	1902-3.....	.047
1907-8.....	.054	1903-4.....	.031
Average.....	.053	Average.....	.037

(1902-3 and 1903-4 expenses were less on account of the Agency combination.)

Showing an average expense per box during the last four years of $.053 as against $.037 for the next preceding four year period; or an increase of $.016 per box.

In explanation of the increase in marketing expenses noted above, the following new departments that have been established during the last four years should be taken into consideration:

Claim Department,	Costing about....	$.00129	per bx. per yr.
Purchasing Department	" "	.00042	
London Office	" "	.00070	
Auction Sales Manager	" "	.00104	
General Western Office	" "	.00104	
Citrus Protective League	" "	.00027	
Advertising	" "	.00105	
A total of.....		$.00581	

The wisdom of these new departments is shown as follows:

Claim Department.

At a total expense of $29,775.00 during the last four years, claims have been filed, prosecuted, and collected by the Claim Department as follows:

Season.	Number of claims paid.	Amount collected.
1904-5	2102	$37529.11
1905-6	6059	114776.21
1906-7	4217	96021.45
1907-8	7178	152344.23
Total	19556	$400671.00

While this amount is large in the aggregate, it is very small indeed as compared with the actual loss and damage suffered through slow time and neglect on the part of the transportation companies. About all we can say on the subject is that conditions as to filing and payment of claims are very much better now than they were before the establishment of your Claim Department.

Purchasing Department.

Through favorable contracts in the purchase of supplies.
34 There has been saved to your growers during these last four years a total of more than $1,000,000. as compared with going market prices for packing materials at the time of their use.

Through the Fruit Growers Supply Company, a corporation formed by you through which to obtain supplies long time arrangements for the future have already been made which will undoubtedly result in continued large savings to your growers.

London Office.

By establishing your European Headquarters in London, your export business has been increased fourfold and while, owing to the distance involved in transportation, which increases the risk from loss in transit, prices have been somewhat erratic; on the whole they have been fair as compared with sales in this country and the prospect is for a largely increased European business at a more uniform and satisfactory range of prices, and this for large undesirable sizes, thus relieving our home market by that much.

Auction Sales Manager.

One of the difficulties of handling your business through one salesman at Los Angeles seemed to be the billing by your shippers of most of their fruit to non-auction markets and consequent diversion and re-diversion of the same on account of inability to sell at original destination, until many cars finally arrived at auction out of condition and sold for very low prices. This fear of billing direct

to auction has been largely overcome through your Auction Sales Manager and we hope finally to establish the maximum amount, consistent with best results, of direct shipments to auction points.

General Western Office.

Your General Western Office was established for the reason that market conditions in the territory to the west of the Mississippi River differed materially from those to the East. Also, your business is now so large that it is difficult for one general representative to cover the entire country. The wisdom of establishing your general western office is, I think, clearly apparent to all those familiar with your marketing operations, although direct financial results in dollars and cents cannot be stated.

Citrus Protective League.

In order that important matters outside of marketing might be handled by some agency that could speak for the industry as a whole, rather than for the Exchange alone, the Citrus Protective League was formed. Great things have already been accomplished by the League at a minimum of cost. (Notably orange rate reduction and we believe extermination of the white fly.) Problems which involve enormous amounts yet remain unsolved and you must look to the Citrus Protective League for their proper handling. The most important of them at present are tariff revision and the election of United States Senators by the direct vote of the people.

Lemon Sales Manager.

Under the cent a pound duty and dollar freight rate your shipments of lemons have become so large that you have deemed it wise to establish a Lemon Sales Department, effective November 1st. It is confidently expected that greater efficiency and better results will follow this action, to both lemons and oranges; to the former on account of the extra attention that will be possible, to the latter through our orange sales managers being relieved of the lemon business.

Transportation Benefits Obtained During the Last Four Years.

Lemon Rate: The Exchange alone secured a reduction in the lemon rate from $1.25 to $1.00 per hundred pounds, effective
35 November 1, 1904, since which time 16,158 cars of lemons have moved at a saving of $65.57 per car, or in the aggregate $1,059,480.06. This on the basis of the $1.25 rate. Of this amount the Exchange shipped 9990 cars and was benefitted $655,044.30 by the reduction.

Export Rate: The Exchange alone secured a rate to New York of $1.00 on export orange shipments, as against the $1.25 that had previously prevailed, effective Dec. 30, 1905, since which time you have shipped to European points 285 cars of oranges and saved in freight by the reduction about $19,700.00.

Orange Rate: Through the Citrus Protective League the orange

rate was reduced from $1.25 to $1.15 per hundred pounds, effective Feb. 26, 1907; since which time 44,512 cars of oranges have moved, the saving in freight charges to the growers being $1,217,848.32. Of this amount you have shipped 23,743 cars and your growers have received $649,608.48 more than they would have obtained under the old rate.

General Conditions.

The general condition of your marketing machinery at both ends of the line has greatly improved during the past four years.

In California, through the efforts of the U. S. Department of Agriculture, through its personal representative, G. Harold Powell of the Bureau of Plant Industry, you have been shown the necessity of careful handling from the tree to the car and the improvements made in your methods of picking, packing, and shipping fruit have saved your growers an enormous sum.

Also, through the efforts of the University of California through its representative on the ground, Prof. Ralph E. Smith, the control after picking of brown rot in lemons has been largely solved, thus preventing very heavy losses to your lemon growers.

In the marketing problem through the country at large, the personnel of your employés and their actual experience is far ahead of what it was four years ago. While you have carefully watched expenditures, authorizing only such as were necessary for best results, the fact remains that you have been more liberal than formerly in furnishing the necessary help to properly handle the business and in spending money where direct gains from such expenditure have been the result. This is shown in your system of passing inspectors, which has been largely increased; in establishing new offices, and in furnishing sufficient help in offices that were already established, and at Los Angeles, resulting in an up-to-date marketing system, the value of which was very apparent during the last year, when under adverse financial and other conditions very satisfactory prices were generally realized. In some former years you obtained far less money under much more favorable general conditions.

Advertising.

You have inaugurated during the past year a more extensive advertising campaign than you had ever before tried with most excellent results. It is believed that the consumption of your fruits can be very largely increased without any material reduction in the price at which they were sold in the first instance by an extension of the advertising methods which you have already proven profitable.

Absence of Strife.

You have refrained during the last four years in your marketing operations from controversies at either end of the line, believing that better results could be obtained without fighting non-Exchange growers in California, or their fruit in the markets of the country. Your policy has been to ignore competition in so far as this may be

possible, not to be insistent on non-Exchange growers becom-
36 ing members of the Exchange, and to sell the fruit, the marketing of which has been intrusted to your care, at the highest possible price to be obtained, avoiding every appearance of trust tactics, or the breaking down of competitors. This has, in my judgment, been to the great advantage of your business and the industry as a whole, as shown in results obtained.

Harmony Among Yourselves.

While you have had honest differences of opinion with each other in the handling of your business, and, while in considering some of the problems that have been presented to you from time to time, you have had what might be termed lively and animated discussions, the minority has in every instance during the last four years submitted willingly and cheerfully to the decisions of the majority and all have worked together to put in effect any policy after it has been finally declared and established, thus making success all the more sure.

As your General Manager during the last four years, I wish personally to say that I appreciate the loyalty and support of each person who has been a member of your Board during the entire period, to which fact has been largely due whatever of success has come in the management of your affairs.

B. A. WOODFORD,
General Manager.

NOTE.—Wherever the word "estimated" occurs with reference to the year 1907-8 the figures are approximately but not exactly correct, as the business for that year is not entirely closed.

(Here follow Complainants' Exhibits 21, 21*a*, 22, 23, and 24, side pages 37-59.)

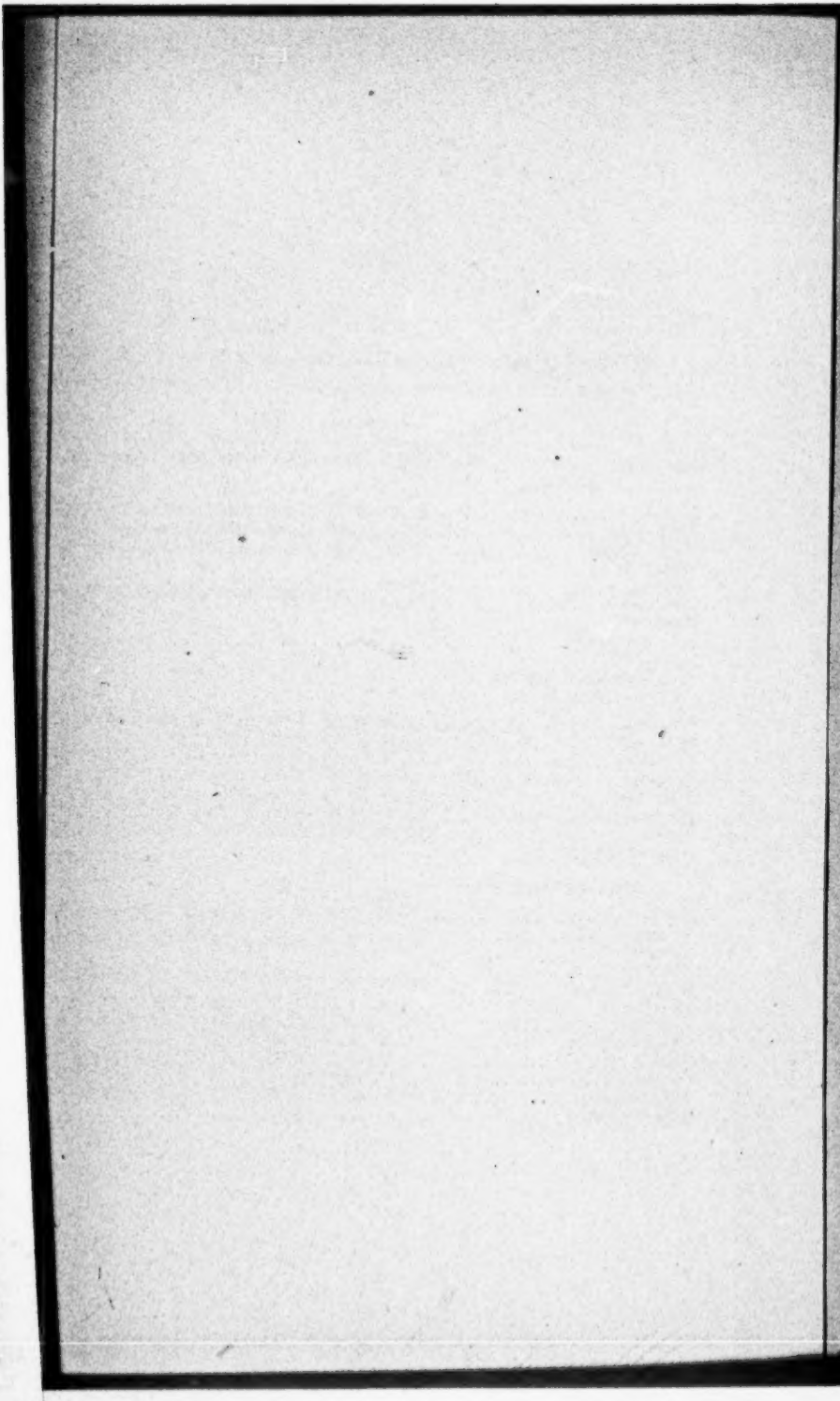
F. O. B. Prices Obtained Monthly and Average for Season ... Seasons 1907-8

	Sept.		Oct.		Nov.		D
	1908	1909	1908	1909	1908	1909	1908
Seaboard.							
Boston	$ .40	1.14	3.16	4.24	2.64	2.71	1.19
Montreal	None	Sold	None	Sold	None	Sold	None
New Orleans	None	Sold	None	1.11	None	.44	1.08
Memphis, Atlanta, Birm'gh'm, Nashville	None Sold		1.84	None	2.14	None	2.20	None
Avg for group	....	....	....	....	....	....	....
Between Allegheny & Miss River.							
Chicago	2.92	2.22	3.62	2.94	2.86	2.49	1.62
St Louis	1.38	1.43	1.94	1.97	1.59	1.60	1.09
Cl'v'land	1.63	1.12	1.22	2.43	2.31	2.04	1.57
Toronto	None	2.90	None	2.88	3.09	2.95	1.62
Pittsburg	.19	.84	None	1.63	1.61	1.71	1.20
Milwaukee	2.92	2.09	None	2 78	3.05	2.82	1.81
Peoria	2.98	2.10	3.92	2.75	No Report		1.86
Avg. for group	....	....	....	....	....	....	....
West of Miss. River.							
Denver	4.32	2.76	4.29	2.94	3.10	2.68	1.9
Winnipeg, Calgary	3.92	2.19	4.33	2.71	3.43	3.03	2.8
Salt Lake, Boise	None	Sold	4.19	3.00	None	2.95	Non
Ft. Worth	3.62	2.37	2.77	2.36	None	2.39	1 6
El Paso	No Report		No Report		None	Sold	Non
Oklahoma	3.20	2.56	2.50	2.08	2.54	2.05	2.0
Kansas City	4.81	2.25	3.58	2.55	2.19	2.38	1 6
Omaha	2.66	2.43	4.64	2.79	2.16	2.61	1.9
Minneapol	3.84	2.21	6.28	2.85	3.49	2.79	2 1
Avg. for group	....	....	....	....	....	....	....

COMPLAINANT'S EXHIBIT 21.

n Various Districts on Straight Cars of Lemons Shipped Through the California Fruit Growers' Exchange—
and 1908-9. (*Fruit Seasons from September* 1*st to August* 31*st.*)

ec.	Jan.		Feb.		March.		April.		May.		June.		July.		Aug.		Average.		Number cars for season.	
1909	1908	1909	1908	1909	1908	1909	1908	1909	1908	1909	1908	1909	1908	1909	1908	1909	1908	1909	1908	1909
1.84	1.76	1.96	1.47	1.71	.94	1.40	.50	1.42	1.00	.93	.89	1.97	1.21	2.25	None	1.14	1.33	1.67	116	235
Sold	None	2.00	None	Sold	None	Sold	None	Sold	None	Sold	None	Sold	None	Sold	None	Sold	None	2.00	None	1
1.01	1.74	1.39	1.33	1.72	None	Sold	None	Sold	.78	None	1.10	1.85	None	1.08	None	Sold	1.13	1.21	15	20
1.87	1.67	1.63	1 68	1.56	1.40	1.49	1.26	1.40	1.22	1.37	1.64	1.52	1.22	2.27	1.61	1.39	1.50	1.78	41	98
....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	1.35	1.67	....	....
1.96	1.72	1.87	1.62	1.70	1.58	1 37	1.34	1.48	1.60	1.33	1.94	2.13	2.07	2.73	2.54	1.66	1.97	1.99	412	398
1.10	1.59	1.39	1.30	1.59	1.03	1.22	.72	1.13	.11	.70	1.26	1.60	1.06	1.97	1.82	.72	1.33	1.31	166	212
1.51	1.39	1.47	1.42	1.67	1.27	1.31	.90	1.12	1.70	.73	1.81	1.75	1.22	2.58	2.05	1.00	1.55	1.58	104	121
2.44	None	2 25	None	Sold	1.82	1.89	None	Sold	1.14	1.89	1.01	None	2.27	2.68	None	Sold	1.92	2.47	9	11
.85	1.47	1.64	1.31	1.41	.84	1.05	32	1.03	.84	.43	.95	1.46	.88	1.71	.99	.79	1.01	1.15	99	131
1.82	1.81	1.97	1.74	1.65	1.55	1.50	1.55	1.63	1.75	1.65	2.27	2.37	2.30	3.25	3.18	2.45	2.08	2.29	58	71
2.15	1.54	2.10	1.66	1.95	1.35	1.65	.92	1.64	1.58	1.49	2.01	2.02	2.33	3.35	3.14	2.59	2.24	2.29	88	96
....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	1.74	1.75	....	....
2.37	2.12	2.28	2.14	2.24	2.01	1.98	1.93	2.11	2.13	2.21	2.80	2.37	3.33	4.53	3.77	3.52	2.80	2.80	111	93
2.39	1.82	2 12	1.98	2.10	1.85	1.92	1.72	1.93	1.81	2.01	2.17	2.08	3.05	3.26	3.79	2.96	2.59	2.48	40	68
2.52	None	1.92	1.72	None	1.90	2.25	1.90	None	2.04	1.91	2.92	2.59	2.89	4.23	3.77	3.71	2.78	2 93	22	34
1.36	1.62	1.61	1.77	1.74	1.21	1.56	1.28	1.42	1.61	1.44	1.56	1.88	1.80	3.34	2.95	1.97	1.80	2.11	47	97
Sold	No Report		No Report		No Report		No Report		No Report		No Report		No Report		No Report		1.96	2.61	9	4
2.16	1.65	1.70	1.71	1.65	1.42	1.60	1.45	1.62	1.58	1.41	2.19	1.56	2.26	3.95	3 43	2.28	2 28	2.05	96	84
1.72	1.85	1.73	1.65	1.78	1.92	1.72	1.38	1.99	1.85	1.78	2.00	2 44	1.99	3.43	2.77	2.42	2.01	2.34	152	169
2.18	2 04	2.22	1.96	2.05	2.12	1.95	2.01	2.24	2.31	2.10	2.79	3.21	3.51	4.46	4.32	3.39	2.95	2.97	127	132
2.09	1.84	2.14	1.99	2.15	1.76	1 88	1.79	2.05	No Report		2.61	2.45	3.00	3.92	3.53	3.15	2 63	2.60	228	277
....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	..	2.49	2.53	....	....



38

	20 San Bernardino.				17² Needles.			
	Arrival.				Arrival.			
Car No.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	I
21872	4/7	12.45a.m.	*...	9000 18.00	4/8	5.35a.m.	55°	3
22743	...	V	....	9000 18.00	V	V	53°	2
3588	...	V	....	9000 18.00	V	V	54°	3
3741	...	V	....	9000 18.00	4/8	5.35a.m.	†52°	2
1749	...	V	....	9000 18.00	"	5.35a.m.	†52°	2

21872#	28.68
22743#	26.07
3588#	28.06
4741#	26.50
1749#	26.75
	27.21

* Temperature no doubt means that of each car. I overlooked th

† Temperature on arrival.

[Stamped:] California Fruit Growers Exchange. Rec'd Apr. 16

39

	Av. Temp. 56° San Bernardino. 204				Temp. 58° Needles.		
	Arrival.				Arrival.		
Car No.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.
934	4/14	12.15a.m.	*56°	8000 16.00	4/15	10.25a.m.	58°
22725	...	12.30a.m.	V	9000	4/15	10.25a.m.	58°
21613	...	V	54°	9000	4/15	10.25a.m.	59°
4586	V	V	*56°	9000 18.00	4/15	10.25a.m.	60°
6095	V	V	*56°	9000 18.00	4/15	10.25a.m.	57°

	Ice.	Cost.
934—	17,700	29.02
4586—	19,000	31.79
6095—	19,000	31.54
Av...	18,566	30.78

* Temp. S. B. is after side door ventilation. Cars will leave 234 a

[Stamped:] California Fruit Growers' Exchange. Rec'd Apr. 2

COMPLAINANT'S EXHIBIT 21-A.

Record from Regular Report. D.

17² Needles.			13² Winslow.				5 Las Vegas.				12² Argentine.			
Arrival.			Arrival.				Arrival.				Arrival.			
Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.
5.35a.m.	55°	3000 5.25	4/9	4.35p.m.	58°	1800 2.43	4/10	11.35p.m.	36°	1000 .50	4/12	11.30p.m.	56°	2000 2.50
√	53°	2700 4.73	7/419	4.35p.m.	58°	2100 2.84	4/10	11.35p.m.	36°	1000 .50	√	√	√	none
			Ab. Arrive.											
√	54°	3000 5.25	4/9	4.35p.m.	58°	1800 2.43	4/10	11.35p.m.	36°	1000 .50	√	√	√	1500 1.88
5.35a.m.	†52°	2700 4.73	4/9	7.10a.m.	60°	1200 1.62	4/10	1.05p.m.	52°	800 .40	√	3.15p.m.	70°	1350 1.75
5.35a.m.	†52°	2700 4.75	4/9	7.10a.m.	60°	1200 1.62	4/10	1.05p.m.	52°	800 .40	√	√	√	1600 2.00

(Signed) E. HYLES, *Inspector, San Bernardino.*
J. CAMDEN GALL, *Inspector, Needles.*
J. E. DOYLE, *Inspector, Winslow.*
C. H. BERRY, *Inspector, Las Vegas.*
WM. CALLAHAN, *Inspector, Argentine.*

I overlooked that until too late. E. W.

. Rec'd Apr. 16, 1908.

Temp. 58° Needles. 250			Temp. 45° Winslow. 332				Temp. 52° Las Vegas. 378				Temp. 52° Argentine. 782			
Arrival.			Arrival.				Arrival.				Arrival.			
Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.
10.25a.m.	58°	3600 6.30	4/16	1.20p.m.	46°	2100 2.84	4/17	9.30p.m.	52°	1500 .75	4/20	2.05a.m.	52°	2500 3.13
10.25a.m.	58°	3900 ...	....	.....	...	....	....	.....	...	....	....	.....	...	....
10.25a.m.	59°	4200 ...	4/16	1.20p.m.	45°	2400 ...	4/18	2.00a.m.	50°	1500 ...	4/20	4.05p.m.	87°	2500 ...
10.25a.m.	60°	3900 6.82	√	√	45°	2400 3.24	4/17	9.30p.m.	52°	1200 .60	4/20	2.05a.m.	52°	2500 3.13
10.25a.m.	57°	3900 6.82	√	√	45°	2100 2.84	4/17	9.30p.m.	52°	1500 .75	....	.....	...	2500 3.13

(Signed) E. HYLES, *Inspector, San Bernardino.*
J. CAMDEN GALL, *Inspector, Needles.*
J. E. DOYLE, *Inspector, Winslow.*
C. H. BERRY, *Inspector, Las Vegas.*
WM. CALLAHAN, *Inspector, Argentine.*

s will leave 234 abt. 11 a.

. Rec'd Apr. 24, 1908.

40

11453	San Bernardino. Arrival.			8875	Needles. 9 a. m. Arrival.			53°
Car No.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	I
[5321	4/21	2.00a.m.	52°	9000	4/22	8.30a.m.	54°	
1282	√	√	√	8500	4/22	"	55°	
1777	√	√	√	9000	4/22	"	53°	
3741	√	√	√	9000	4/22	"	53°	
5318	√	√	√	9000	4/22	"	53°	

[Stamped:] California Fruit Growers' Exchange. Rec'd May 1

[* Line inclosed in brackets erased with blue pencil.]
[† Figures enclosed in brackets erased in copy.] No. car 2700.

41

	San Bernardino. Arrival.				Needles. Arrival.		
Car No.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.
4419	4/28	1.30a.m.	56°	9000	4/29	4.55a.m.	64°
2750	√	√	√	√	"	"	"
[6521	√	√	√	√	"	"	"
[6698	√	√	√	√	"	"	"
2942	√	√	√	√	"	"	"

h. d. instructs Temp. refers to outside.

[Stamped:] California Fruit Growers' Exchange. Rec'd May

* Erased with blue pencil.

Needles.				Winslow.				Las Vegas.				Argentine.			
Arrival.	53°	2625		Arrival.			1350	Arrival.			1125	Arrival.			1750
Hour.	Temp.	Ice put in.		Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.
8.30a.m.	54°	3000		4/23	10.50a.m.	45°	1500	4/24	6.25p.m.	56°	1500	....	.....	...	....]*
"	55°	3000		√	√	44°	1200	√	√	√	1000	4/26	9.40p.m.	44°	1500
		2700								√	1000	4/27	10.15a.m.	46°	1500
"	52°	[1777]†		√	√	√	1500	√	√	√	1000	4/26	9.40p.m.	44°	2000
"	53°	3000		√	√	√	1500	√	√	√	1500	....	.....	44°	2000
"	53°	3000		√	√	43°	1200	√	√						

(Signed) E. HYLES, *Inspector, San Bernardino.*
J. CAMDEN GALL, *Inspector, Needles.*
J. E. DOYLE, *Inspector, Winslow.*
—— ——, *Inspector, Las Vegas.*
WM. CALLAHAN, *Inspector, Argentine.*

e. Rec'd May 1, 1908.

ncil.]
No. car 2700.

Needles.			Winslow.				Las Vegas.				Argentine.			
Arrival.			Arrival.				Arrival.				Arrival.			
Hour.	Temp.	Ice put in.	Date.	Hour.	Inside temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.
4.55a.m.	64°	3900	4/30	10.05a.m.	48°	1800	5/1	5.50p.m.	60°	2000	3/3	10.50a.m.	50°	3000
"	"	3300	√	10.00a.m.	√	1800	√	3.20p.m.	72°	2000	....	7.00p.m.	54°	2400
"	"	4200	√	10.05a.m	√	1500	√	5.50p.m.	60°	1500	Omaha.]*			
"	"	3600	√	√	√	1800	√	√	√	1500	Sioux City.]*			
"	"	3600	√	√	√	2400	√	√	√	1500	3/3	10.30a.m.	60°	3000

(Signed) E. HYLES, *Inspector, San Bernardino.*
J. CAMDEN GALL, *Inspector, Needles.*
J. E. DOYLE, *Inspector, Winslow.*
Temp. outside 74°.
C. H. BERRY, *Inspector, Las Vegas.*
WM. CALLAHAN, *Inspector, Argentine.*

ge. Rec'd May 7, 1908.

42

	San Bernardino.				Needles.			
	Arrival.				Arrival.			
Car No.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice pu
3102	5/14	9.20p.m.	46°	9000	5/6	2.40a.m.	62°	3000
3460	....	√	...	9000	√	√	√	3000
2327	....	√	...	9000	√	√	√	3000
[2997	....	√	...	9000	√	√	√	3300
1605	....	√	...	9000	√	√	√	3300

[Stamped:] California Fruit Growers' Exchange. Rec'd May 15, 190

* Erased with blue pencil.

43

	San Bernardino.				Needles.			
	Arrival.				Arrival.			
Car No.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice pu
5733	11	11 p.m.	54°	9000	5/13	12.15a.m.	53°	3000
6057	....	√	...	√	√	√	√	3000
6403	....	√	...	√	√	√	√	2700
5414	....	√	...	√	√	√	√	2700
6259	....	√	...	√	√	√	√	2400

[Stamped:] California Fruit Growers' Exchange. Rec'd May 21, 190

Needles.			Winslow.				Las Vegas.				Argentine.			
val.			Arrival.				Arrival.				Arrival.			
ur.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.
0a.m.	62°	3000	5/7	4.10a.m.	49°	1500	5/8	5.35p.m.	68°	1500	3/10	11.35p.m.	64°	2000
V	V	3000	V	V	V	1500	5/8	6.45p.m.	68°	2000	....	.....	...	2500
V	V	3000	V	V	V	1800	5/8	6.45p.m.	68°	2000	....	.....	...	2500
V	V	3300	V	V	V	1200	5/8	5.35p.m.	68°	1500	....	.....	...	....]*
V	V	3300	V	V	V	1500	5/8	5.35p.m.	68°	1500	3/10	11.35p.m.	64°	2000

Rec'd May 15, 1908.

(Signed) E. HYLES, *Inspector, San Bernardino.*
J. CAMDEN GALL, *Inspector, Needles.*
J. E. DOYLE, *Inspector, Winslow.*
C. H. BERRY, *Inspector, Las Vegas.*
WM. CALLAHAN, *Inspector, Argentine.*

Needles.			Winslow.				Las Vegas.				Argentine.			
ival.			Arrival.				Arrival.				Arrival.			
ur.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.
5a.m.	53°	3000	5/14	1.20a.m.	52°	1200	5/15	9.15a.m.	70°	2000	5/17	1.35p.m.	82°	2500
V	V	3000	V	V	V	1200	V	V	V	1500	....	.....	...	3000
V	V	2700	V	V	V	900	V	V	V	2000	....	.....	...	2500
V	V	2700	V	V	V	1200	V	V	V	1500	....	.....	...	2500
V	V	2400	V	V	V	1200	V	V	V	1500	....	.....	...	2500

Rec'd May 21, 1908.

(Signed) E. HYLES, *Inspector, San Bernardino.*
J. CAMDEN GALL, *Inspector, Needles.*
J. E. DOYLE, *Inspector, Winslow.*
C. H. BERRY, *Inspector, Las Vegas.*
WM. CALLAHAN, *Inspector, Argentine.*

44

	San Bernardino.				Needles.			
	Arrival.				Arrival.			
Car No.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.
4226	19	1.15a.m.	50°	9000	20	1.40a.m.	63°	3600
5645	√	"	...	√	√	√	√	3300
4298	√	"	...	√	√	√	√	3000
3230	√	"	...	√	√	√	√	3300
6653	√	"	...	√	√	√	√	2400

[Stamped:] California Fruit Growers' Exchange. Rec'd May 29, 1908.

45 5/25, '08. P. F. E. 1 to 1700, 4601 to 4701. Ice 8500.

	San Bernardino.				Needles.			
	Arrival.				Arrival.			
Car No.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.
4829	25	7p.m.	65°	9000	5/27	2a.m.	67°	4200
5997	....	√	...	....	√	√	√	4500
5282	....	√	...	....	√	√	√	3500
2852	....	7.45p.m.	...	....	√	√	√	3600
5076	....	√	...	....	√	√	√	3900

Rec'd this report 9 a. m. 5/3.

[Stamped:] California Fruit Growers' Exchange. Rec'd Jun- 8, 1908.

Needles.			Winslow.				Las Vegas.				Argentine.			
Arrival.			Arrival.				Arrival.				Arrival.			
Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.
1.40a.m.	63°	3600	21	10.55a.m.	76°	2100	5/22	3.55p.m.	70°	2000	5/24	8.15p.m.	70°	2500
√	√	3300	√	3.25a.m.	46°	1800	√	12.05p.m.	√	2000	....	.....	...	....
√	√	3000	√	√	√	1650	√	√	√	3000	5/24	4.45p.m.	80°	2000
√	√	3300	√	√	√	1500	√	√	√	2000	5/24	4.45p.m.	80°	3000
√	√	2400	√	√	√	1650	√	√	√	3000	5/25	.....	...	....

(Signed) E. HYLES, *Inspector, San Bernardino.*
J. CAMDEN GALL, *Inspector, Needles.*
J. E. DOYLE, *Inspector, Winslow.*
C. H. BERRY, *Inspector, Las Vegas.*
WM. CALLAHAN, *Inspector, Argentine.*

. Rec'd May 29, 1908.

Ice 8500.

Needles.			Winslow.				Las Vegas.				Argentine.			
Arrival.			Arrival.				Arrival.				Arrival.			
Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.
2a.m.	67°	4200	5/28	3.00a.m.	50°	1200	5/29	1.20p.m.	75°	3000	6/1	6.10p.m.	70°	3000
√	√	4500	√	√	√	1500	√	9.45p.m.	65°	2000	5/31	5.10p.m.	75°	3000
√	√	3500	√	√	√	1500	√	√	√	2000	....	.....	...	....
√	√	3600	√	√	√	1800	√	√	√	2000	....	.....	...	3500
√	√	3900	√	√	√	1800	√	√	√	2000	....	.....	...	....

(Signed) E. HYLES, *Inspector, San Bernardino.*
J. CAMDEN GALL, *Inspector, Needles.*
J. E. DOYLE, *Inspector, Winslow.*
C. H. BERRY, *Inspector, Las Vegas.*
WM. CALLAHAN, *Inspector, Argentine.*

e. Rec'd Jun- 8, 1908.

46

	San Bernardino.				Needles.			
	Arrival.				Arrival.			
Car No.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put
4492	6/1	8.30p.m.	70°	9000	6/2	10.25p.m.	69°	3600
4294	....	V	V	9000	V	V	V	3600
4323	....	V	V	9000	V	V	V	3900
3364	....	V	V	9000	V	V	V	3600
3305	....	V	V	9000	V	V	V	3900

[Stamped:] California Fruit Growers' Exchange. Rec'd Jun- 12, 1908

47

	San Bernardino.				Needles.			
	Arrival.				Arrival.			
Car No.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice pu
5888	6/8	6.30p.m.	70°	9000	6/9	6.55p.m.	82°	2700
3198	V	V	V	9000	V	V	...	2700
1140	V	9.00p.m.	62°	8000	V	V	...	3000
2145	V	V	V	9000	V	V	...	3000
6494	V	V	V	9000	V	V	...	3000

None of these cars arrived here on account of high water.

[Stamped:] California Fruit Growers' Exchange. Rec'd Jun- 22, 190

Needles.			Winslow.				Las Vegas.				Argentine.			
rrival.			Arrival.				Arrival.				Arrival.			
Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.
.25p.m.	69°	3800	6/3	11.00p.m.	50°	1500	6/5	9.30a.m.	70°	2000	6/7	5.20p.m.	82°	2500
√	√	3600	√	√	√	1500	√	√	√	2000	....	.....	...	....
√	√	3900	√	√	√	1200	√	√	√	1500	6/8	10.45p.m.	64°	3500
√	√	3600	√	√	√	1800	√	√	√	1500	....	.....	Wichita.	
√	√	3900	√	√	√	2100	√	√	√	2000	6/7	5.20p.m.	82°	2500

Rec'd Jun- 12, 1908.

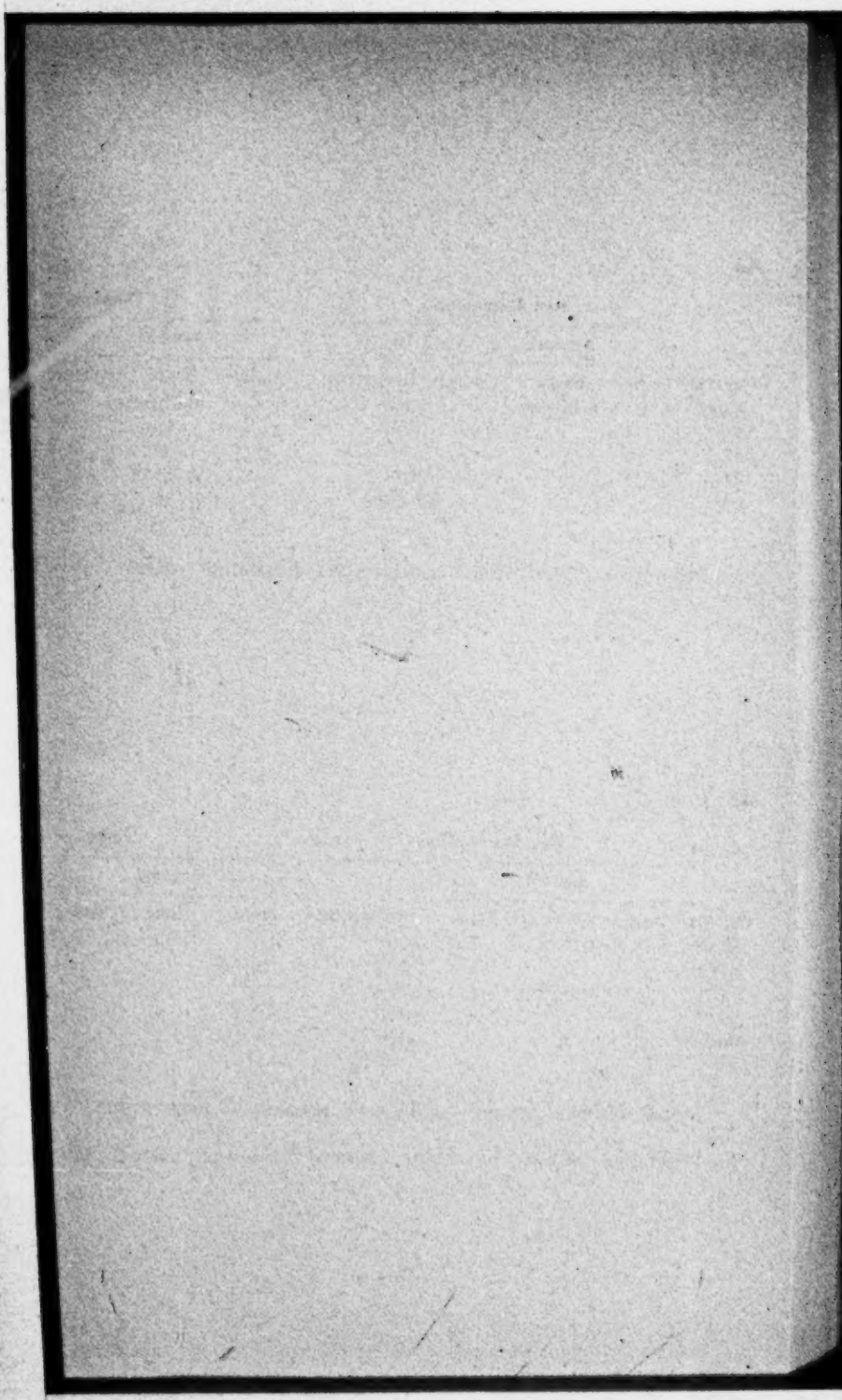
(Signed) E. HYLES, *Inspector, San Bernardino.*
J. CAMDEN GALL, *Inspector, Needles.*
J. E. DOYLE, *Inspector, Winslow.*
C. H. BERRY, *Inspector, Las Vegas.*
WM. CALLAHAN, *Inspector, Argentine.*

Needles.			Winslow.				Las Vegas.				Argentine.			
rrival.			Arrival.				Arrival.				Arrival.			
Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.
.55p.m.	82°	2700	6/10	7.40p.m.	84°	2400	6/12	4.50a.m.	40°	3000	....	.....	...	....
√	...	2700	√	√	√	2400	√	√	√	2000	....	.....	...	....
√	...	3000	√	√	√	2700	√	√	√	3000	....	.....	...	....
√	...	3000	√	√	√	2400	√	√	√	3000	....	.....	...	....
√	...	3000	√	√	√	3300	√	√	√	4000	....	.....	...	....

gh water.

Rec'd Jun- 22, 1908.

(Signed) E. HYLES, *Inspector, San Bernardino.*
J. CAMDEN GALL, *Inspector, Needles.*
J. E. DOYLE, *Inspector, Winslow.*
C. H. BERRY, *Inspector, Las Vegas.*
—— ——, *Inspector, Argentine.*



48

	San Bernardino.				Needles.			
	Arrival.				Arrival.			
Car No.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put
5426	6/15	9.30p.m.	58°	9000	6/16	10.30a.m.	82°	3600
1873	√	√	√	9000	√	√	...	3600
1841	√	√	√	9000	√	√	...	4200
4428	√	√	√	9000	√	√	...	3900
[5422	√	√	√	9000	√	√	...	....]*

[Stamped:] California Fruit Growers' Exchange. Rec'd Jun- 26, 1908.

*[Line enclosed in brackets erased with blue pencil.]

49

	San Bernardino.				Needles.			
	Arrival.				Arrival.			
Car No.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put
949	6/22	6.30p.m.	80°	8000	6/24	2.25a.m.	76°	4500
5141	√	√	√	9000	√	√	...	4500
1937	√	8.40p.m.	72°	9000	√	√	...	4800
1363	√	√	√	8500	√	√	...	4800
3356	√	√	√	9000	√	√	...	4200

[Stamped:] California Fruit Growers' Exchange. Rec'd Jul- 6, 1908.

Needles.			Winslow.				Las Vegas.				Argentine.			
Arrival.			Arrival.				Arrival.				Arrival.			
Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.
10.30a.m.	82°	3600	6/18	2.50a.m.	73°	2400	6/19	11.10a.m.	88°	3000	6/21	8.50p.m.	80°	1000
√	...	3600	√	√	√	2400	√	√	√	4000	....	.....	...	1500
√	...	4200	√	√	√	2400	√	√	√	3000	....	.....	...	....
√	...	3900	√	√	√	2400	√	√	√	4000	6/21	8.50p.m.	80°	1500
√	...	....]*	....	.....	...	....	....	.....	...	....	....	.....	...	....

ge. Rec'd Jun- 26, 1908.

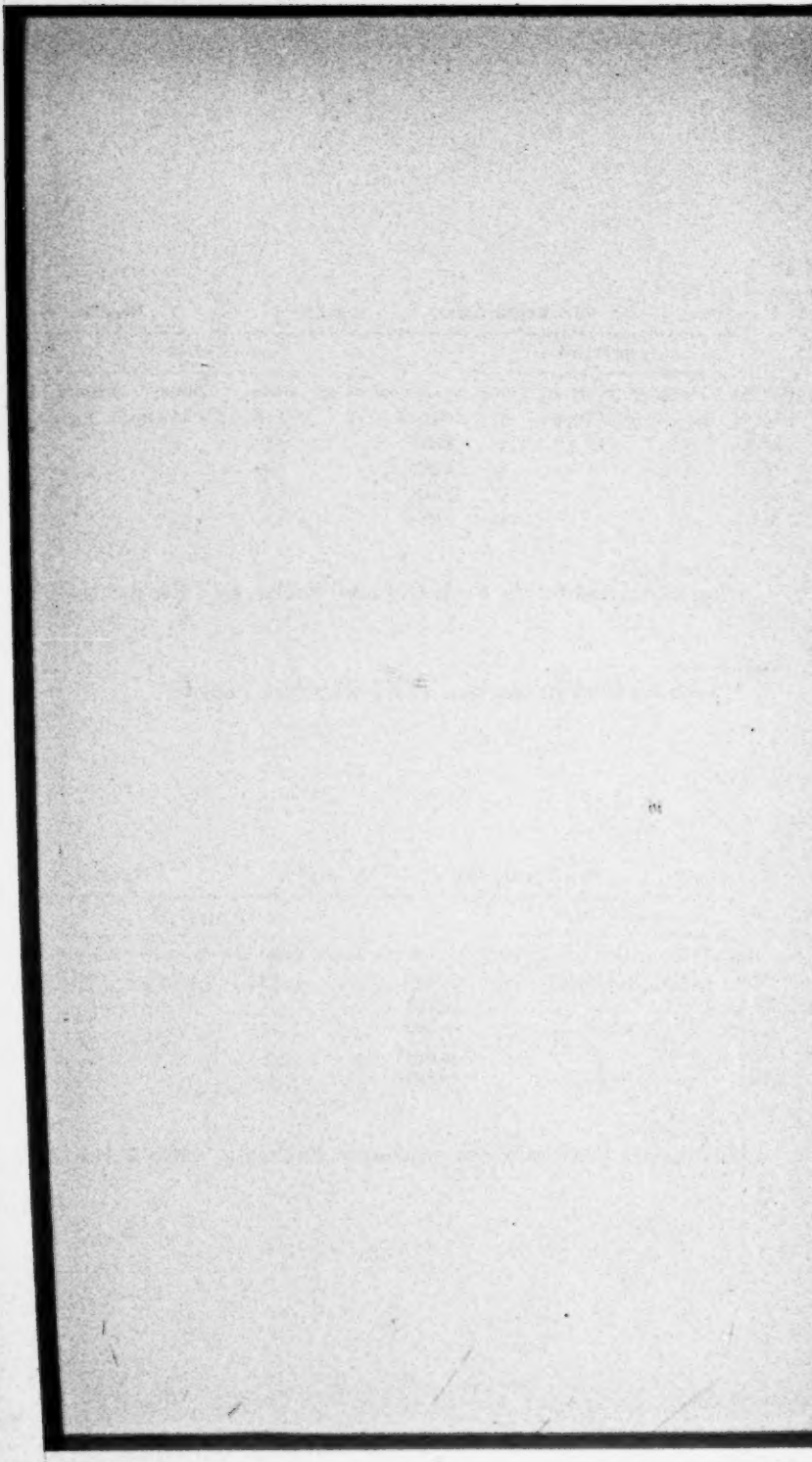
(Signed) E. HYLES, *Inspector, San Bernardino.*
J. CAMDEN GALL, *Inspector, Needles.*
J. E. DOYLE, *Inspector, Winslow.*
C. H. BERRY, *Inspector, Las Vegas.*

pencil.]

Needles.			Winslow.				Las Vegas.				Argentine.			
Arrival.			Arrival.				Arrival.				Arrival.			
Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.
2.25a.m.	76°	4500	6/25	4.55a.m.	69°	2400	6/26	10.35a.m.	80°	2500	....	.....	...	....
√	...	4500	√	√	√	2400	√	√	√	2000	6/28	4.00p.m.	90°	2500
√	...	4800	√	√	√	2400	√	√	√	2500	....	.....	...	3500
√	...	4800	√	√	√	2100	√	√	√	2000	....	.....	...	3000
√	...	4200	√	√	√	1800	√	√	√	3000	....	.....	...	2500

nge. Rec'd Jul- 6, 1908.

(Signed) E. HYLES, *Inspector, San Bernardino.*
J. CAMDEN GALL, *Inspector, Needles.*
J. E. DOYLE, *Inspector, Winslow.*
C. H. BERRY, *Inspector, Las Vegas.*
WM. CALLAHAN, *Inspector, Argentine.*



50

	San Bernardino.				Needles.			
	Arrival.				Arrival.			
Car No.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put i
5038	6/29	8.00p.m.	84°	9000	7/1	12.50a.m.	82°	4200
5848	√	√	√	9000	√	√	...	3900
2740	√	√	√	9000	√	√	...	4500
2854	√	6.00p.m.	86°	4600	√	√	...	2700
5302	√	√	√	5200	√	√	...	1800

Last two San Diego cars. These were initially iced at San Diego. No oth

[Stamped:] California Fruit Growers' Exchange. Rec'd Jul- 11, 1908.

51

	San Bernardino.				Needles.			
	Arrival.				Arrival.			
Car No.	July Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put
2200	15	10.00p.m.	70°	9000	7/17	3.15a.m.	90°	4800
3525	√	√	√	9000	√	√	...	4500
[3908	√	√	√	9000]*	√	√	...	....
[3495	√	6.00p.m.	92°	9000]*	√	√	...	....
6561	√	√	√	9000	7/17	3.15a.m.	90°	4500

Received this report 7/30 9 a. m.

[Stamped:] California Fruit Growers' Exchange. Rec'd Aug. 3, 1908.

* Erased with blue pencil.

San Bernardino, 6/29/'08.

Needles.			Winslow.				Las Vegas.				Argentine.			
Arrival.			Arrival.				Arrival.				Arrival.			
Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.
2.50a.m.	82°	4200	7/2	1.45a.m.	72°	2700	7/3	9.00a.m.	75°	3500	7/5	7.05p.m.	86°	3000
√	...	3900	√	√	√	2700	√	√	√	4000	....	.....	...	3500
√	...	4500	√	√	√	2400	√	√	√	3000	....	.....	...	....
√	...	2700	√	√	√	2400	√	√	√	3500	....	.....	...	....
√	...	1800	√	√	√	2700	√	√	√	3500	....	.....	...	....

ed at San Diego. No others in sight. D.

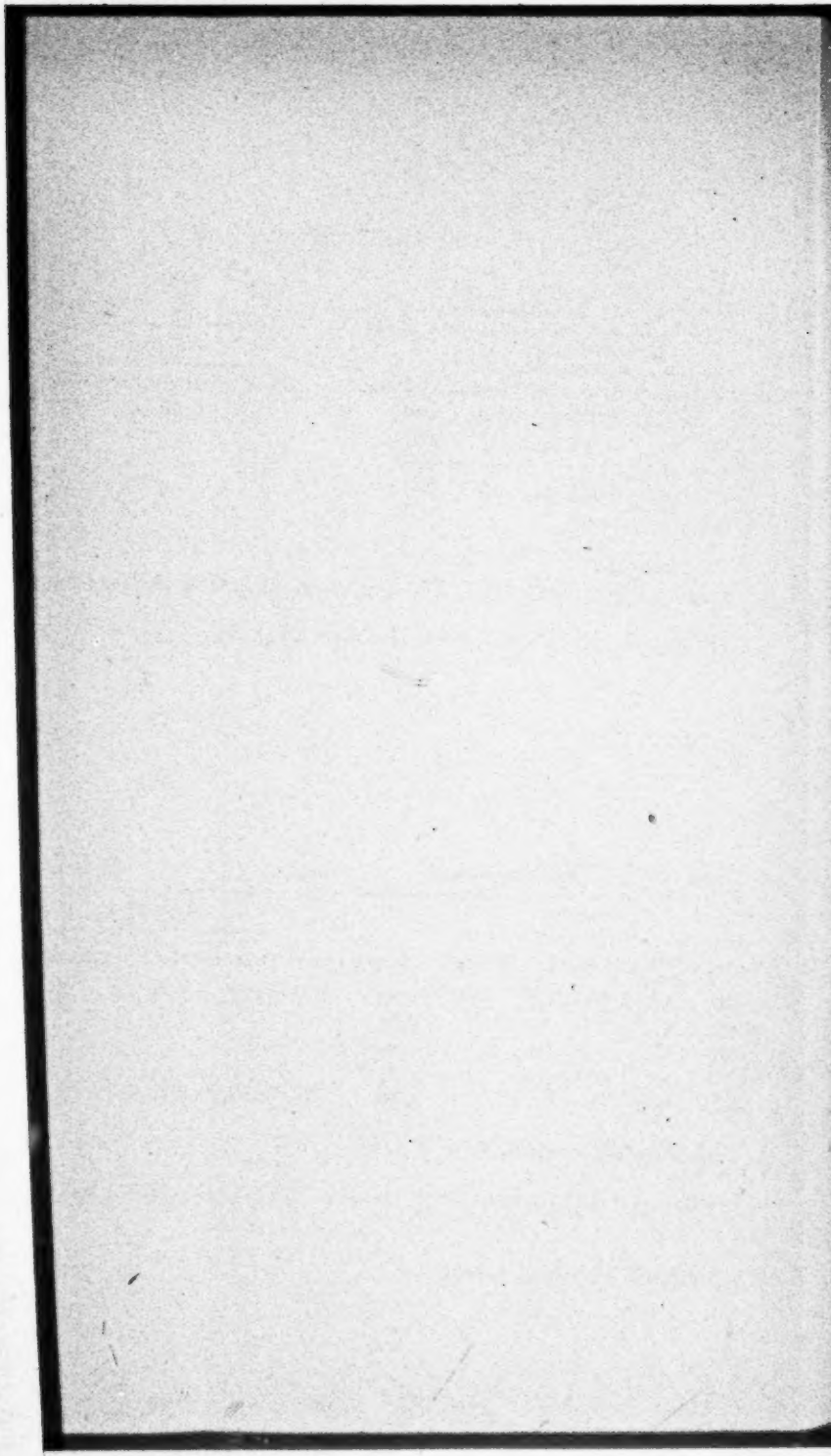
e. Rec'd Jul- 11, 1908.

(Signed) E. HYLES, *Inspector, San Bernardino.*
J. CAMDEN GALL, *Inspector, Needles.*
J. E. DOYLE, *Inspector, Winslow.*
C. H. BERRY, *Inspector, Las Vegas.*
WM. CALLAHAN, *Inspector, Argentine.*

Needles.			Winslow.				Las Vegas.				Argentine.			
Arrival.			Arrival.				Arrival.				Arrival.			
Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.
3.15a.m.	90°	4800	7/18	6.00a.m.	70°	3300	7/19	5.35p.m.	78°	4000	7/21	5.25p.m.	92°	3000
√	...	4500	√	√	√	3600	√	√	√	4500	....	.....	...	3000
√	...	....	√	√	√	....	....	.....	...	....	....	.....	...	....
√	...	....	....	.....	...	....	....	.....	...	....	....	.....	...	....
3.15a.m.	90°	4500	18	6.00a.m.	70°	3300	1/19	5.35p.m.	78°	4000	7/21	5.25p.m.	92°	2500

e. Rec'd Aug. 3, 1908.

(Signed) E. HYLES, *Inspector, San Bernardino.*
J. CAMDEN GALL, *Inspector, Needles.*
J. S. MAYNARD, *Inspector, Winslow.*
C. H. BERRY, *Inspector, Las Vegas.*
WM. CALLAHAN, *Inspector, Argentine.*



52

	San Bernardino.				Needles.			
	Arrival.				Arrival.			
Car No.	7/22/'08. Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.
3080	22	8.15p.m.	70°	9000	24	3.20a.m.	86°	3600
6434	....	√	√	√	√	√	...	3600
4323	....	√	√	√	√	√	...	3600
5763	....	√	√	√	√	√	...	3600
6657	....	√	√	√	√	√	...	3600

Received this report 8/2 9.30 a. m.

Cars not iced fully at Needles acc't of ice shortage.

[Stamped:] California Fruit Growers' Exchange. Rec'd Aug. 6, 1908.
* Erased with blue pencil.

53

	San Bernardino.				Needles.			
	Arrival.				Arrival.			
Car No.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in
4313	7/29	8.10p.m.	70°	9000	31	3.50a.m.	83°	4800
5034	√	√	...	√	√	√	...	5400
3374	√	√	...	√	√	√	...	5100
4526	√	√	...	√	√	√	...	5100
3145	√	√	...	√	√	√	...	5100

Received this report 8/2 9.30 a. m.

[Stamped:] California Fruit Growers' Exchange. Rec'd Aug. 19, 1908.

Needles.			Winslow.				Las Vegas.				Argentine.			
Arrival.			Arrival.				Arrival.				Arrival.			
Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.
.20a.m.	86°	3600	25	7.00a.m.	83°	5700	7/26	3.30p.m.	90°	4500	7/28	2.55p.m.	96°	3000
√	...	3600	√	√	...	6000	√	√	√	4000	....	.....	96°	[3000]*
√	...	3600	√	√	...	5400	√	√	√	4500	....	.....	...	....
√	...	3600	√	√	...	5700	√	√	√	4000	7/28	2.55p.m.	96°	3500
√	...	3600	√	11.15a.m.	...	4500	7/26	10.55p.m.	64°	4000	....	.....	...	....

(Signed)

E. HYLES, *Inspector, San Bernardino.*
J. CAMDEN GALL, *Inspector, Needles.*
J. S. MAYNARD, *Inspector, Winslow.*
C. H. BERRY, *Inspector, Las Vegas.*
WM. CALLAHAN, *Inspector, Argentine.*

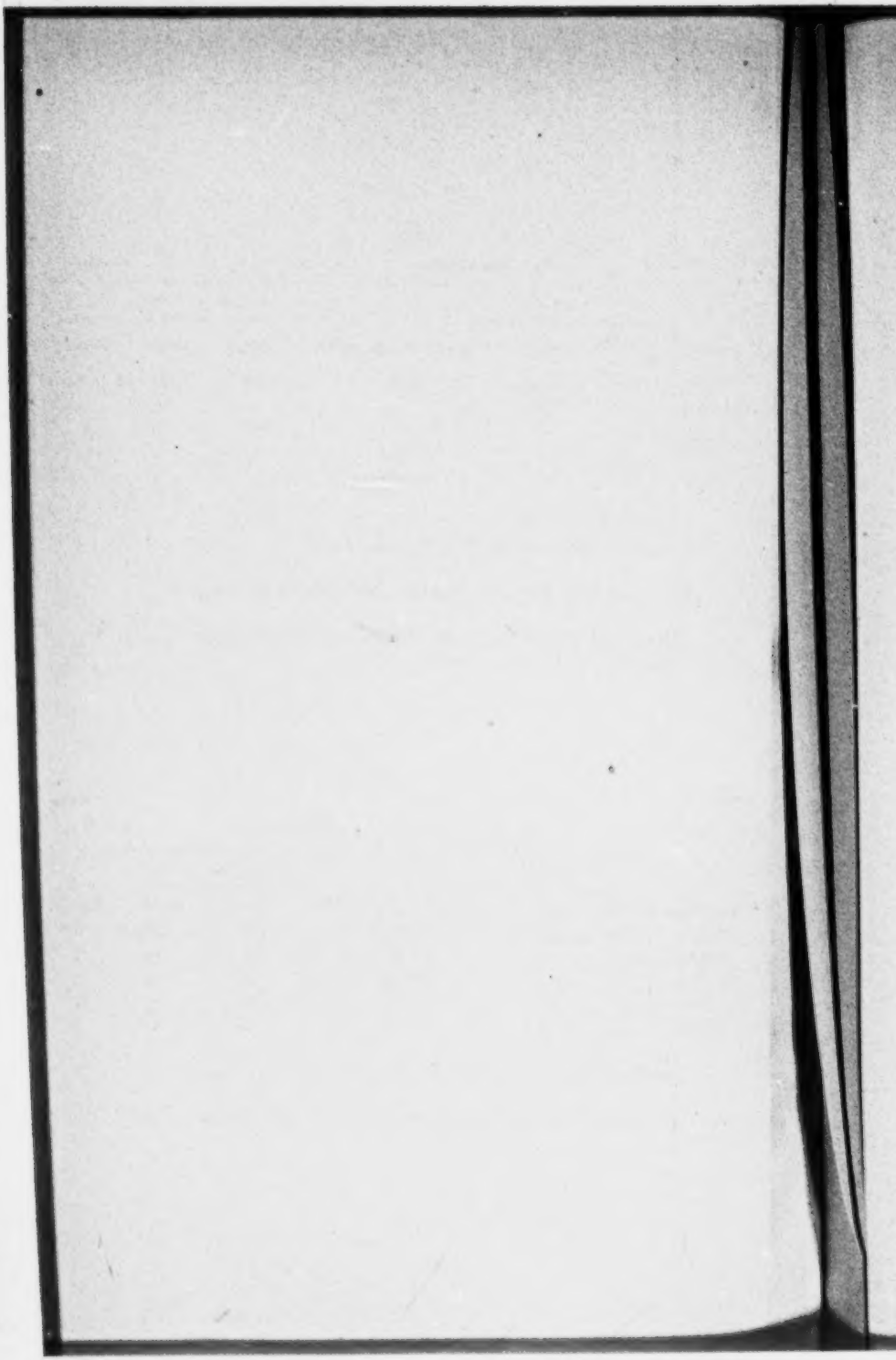
Rec'd Aug. 6, 1908.

Needles.			Winslow.				Las Vegas.				Argentine.			
Arrival.			Arrival.				Arrival.				Arrival.			
Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.	Date.	Hour.	Temp.	Ice put in.
3.50a.m.	83°	4800	8/1	9.05a.m.	78°	3900	8/2	5.35p.m.	68°	4000	8/4	5.35p.m.	96°	3500
√	...	5400	√	√	√	3000	√	√	√	4000	....	9.40p.m.	84°	3000
√	...	5100	√	√	√	3600	√	√	√	3500	....	5.35p.m.	96°	3000
√	...	5100	√	√	√	3900	√	√	√	4000	....	.....	...	3000
√	...	5100	√	√	√	3300	√	√	√	4500	....	.....	...	3500

(Signed)

E. HYLES, *Inspector, San Bernardino.*
J. CAMDEN GALL, *Inspector, Needles.*
J. S. MAYNARD, *Inspector, Winslow.*
C. H. BERRY, *Inspector, Las Vegas.*
WM. CALLAHAN, *Inspector, Argentine.*

Rec'd Aug. 19, 1908.



	Car No.	San B'd'no. Amt. of ice.
Glendora	4741—10199	4/7 —9000lb
"	1749—10279	" 9000lb
Redlands	21613—10805	" 9000lb
Highlands	4586—10815	" 9000lb
Drew Sta.	6095—10813	" 9000lb
No. Pomona	3741—11463	" 9000lb
San Dimas	5318—11462	" 9000lb
Upland	4419—11953	4/28—9000lb
"	2750—11947	" 9000lb
Claremont	2942—11917	" 9000lb
Upland	3102—12476	5/4 —9000lb
"	3460—12500	" 9000lb
"	2327—12499	" 9000lb
No. Pomona	1605—12513	" 9000lb
Cucamonga	5733—13093	5/11—9000lb
"	6057—13092	" 9000lb
"	6403—13126	" 9000lb
Upland	3414—13090	" 9000lb
"	6259—13089	" 9000lb
San Dimas	4226—13610	5/19—9000lb
Upland	4298—13624	" 9000lb
"	3230—13620	" 9000lb
Riverside	4829—14140	5/25—9000lb
Pachappa	5997—14150	" 9000lb
"	5282—14143	" 9000lb
Upland	2852—14132	" 9000lb
No. Pomona	5076—14118	" 9000lb
Rialto	4492—14660	6/1 —9000lb
Cucamonga	4294—14610	" 9000lb
Azusa	4323—14650	" 9000lb
Glendora	3305—14631	" 9000lb
San Dimas	5426—15538	6/15—9000lb
Glendora	1873—15530	" 9000lb
"	1841—15531	" 9000lb
Azusa	4428—15529	" 9000lb
Prenda	5141—15805	6/22—9000lb
Upland	1363—15809	" 8500lb
Claremont	3356—15804	" 9000lb
Glendora	5038—15996	6/29—9000lb
Glendora	2740—15993	" 9000lb
"	3525—16348	" 9000lb
Arlington	6561—16337	" 9000lb
Glendora	3080—16547	7/22—9000lb
San Dimas	6434—16557	" 9000lb
"	5763—16556	" 9000lb
Upland	5034—16846	" 9000lb

No.	San B'd'no. Amt. of ice.	Needles. Amt. of ice.	Winslow. Amt. of ice.	Las Vegas. Amt. of ice.	Argentine. Amt. of ice.	Total amt. of ice.	
—10199	4/7 —9000lb	4/8 —2700lb	4/9 —1200lb	4/10— 800lb	4/12—1350lb	15050lb	Elmira.
—10279	" 9000lb	" 2700lb	" 1200lb	" 800lb	" 1600lb	15300lb	Scranton.
—10805	" 9000lb	" 4200lb	" 2400lb	4/18—1500lb	4/20—2500lb	19600lb	Syracuse.
—10815	" 9000lb	" 3900lb	" 2400lb	4/17—1200lb	4/20—2500lb	19000lb	Cleveland.
—10813	" 9000lb	" 3900lb	" 2100lb	" 1500lb	" 2500lb	19000lb	N. Y.
—11463	" 9000lb	" 3000lb	" 1500lb	" 1000lb	4/26—2000lb	16500lb	Boston.
—11462	" 9000lb	" 3000lb	" 1200lb	" 1500lb	" 2000lb	16700lb	Toronto.
—11953	4/28—9000lb	4/29—3900lb	4/30—1800lb	5/1 —2000lb	3/3 —3000lb	19700lb	Boston.
—11947	" 9000lb	" 3300lb	" 1800lb	" 2000lb	" 2400lb	18500lb	Cinn.
—11917	" 9000lb	" 3600lb	" 2400lb	" 1500lb	" 3000lb	19500lb	St. Paul.
—12476	5/4 —9000lb	5/6 —3000lb	5/7 —1500lb	5/8 —1500lb	5/10—2000lb	17000lb	Milwaukee.
—12500	" 9000lb	" —3000lb	" 1500lb	5/8 —2000lb	" 2500lb	18000lb	Gr. Rapids.
—12499	" 9000lb	" 3000lb	" 1800lb	" 2000lb	" 2500lb	18300lb	Boston.
—12513	" 9000lb	" 3300lb	" 1500lb	" 1500lb	" 2000lb	17300lb	Hagerstown, Md.
—13093	5/11—9000lb	5/13—3000lb	5/14—1200lb	5/15—2000lb	5/17—2500lb	17700lb	Ottawa, Ont.
—13092	" 9000lb	" 3000lb	" 1200lb	" 1500lb	" 3000lb	17700lb	Montreal.
—13126	" 9000lb	" 2700lb	" 900lb	" 2000lb	" 2500lb	17100lb	N. Y.
—13090	" 9000lb	" 2700lb	" 1200lb	" 1500lb	" 2500lb	16900lb	Pitts.
—13089	" 9000lb	" 2400lb	" 1200lb	" 1500lb	" 2500lb	16600lb	Bloomington, Ill.
—13610	5/19—9000lb	5/20—3600lb	5/21—2100lb	5/22—2000lb	5/24—2500lb	19200lb	Chicago.
—13624	" 9000lb	" 3000lb	" 1650lb	" 3000lb	" 2000lb	18650lb	Springfield, Mo.
—13620	" 9000lb	" 3300lb	" 1800lb	" 2000lb	" 3000lb	19100lb	Boston.
—14140	5/25—9000lb	5/27—4200lb	5/28—1200lb	5/29—3000lb	6/1 —3000lb	20400lb	St. Louis.
—14150	" 9000lb	" 4500lb	" 1500lb	" 2000lb	5/31—3000lb	20000lb	N. Y.
—14143	" 9000lb	" 4500lb	" 1500lb	" 2000lb	" 3000lb	20000lb	Grand Rapids.
—14132	" 9000lb	" 3600lb	" 1800lb	" 2000lb	" 3500lb	19900lb	Bay City.
—14118	" 9000lb	" 3900lb	" 1800lb	" 2000lb	" 3500lb	20200lb	Indianapolis.
—14660	6/1 —9000lb	6/2 —3600lb	6/3 —1500lb	6/5 —2000lb	6/7 —2500lb	18600lb	Chicago.
—14610	" 9000lb	" 3600lb	" 1500lb	6/5 —2000lb	" 2500lb	18600lb	Bloomington, Ill.
—14650	" 9000lb	" —3900lb	6/3 —1200lb	" 1500lb	6/8 —3500lb	19100lb	Rochester.
—14631	" 9000lb	" 3900lb	" 2100lb	" 2000lb	6/7 —2500lb	19500lb	Phila.
—15538	6/15—9000lb	6/16—3600lb	6/18—2400lb	6/19—3000lb	6/21—1000lb	19000lb	Chicago.
—15530	" 9000lb	" 3600lb	" 2400lb	" 4000lb	" 1500lb	20500lb	M'p'l's.
—15531	" 9000lb	" 4200lb	" 2400lb	" 3000lb	" 1500lb	20100lb	Ottawa, Ont.
—15529	" 9000lb	" 3900lb	" 2400lb	" 4000lb	" 1500lb	20800lb	Boston.
—15805	6/22—9000lb	6/24—4500lb	6/25—2400lb	6/26—2000lb	6/28—2500lb	20400lb	Toronto.
—15809	" 8500lb	" 4800lb	" 2100lb	" 2000lb	" 3000lb	20400lb	Phila.
—15804	" 9000lb	" 4200lb	" 1800lb	" 3000lb	" 2500lb	20500lb	N. Y.
—15996	6/29—9000lb	7/1 —4200lb	7/2 —2700lb	7/3 —3500lb	7/5 —3000lb	22400lb	Ch'go.
—15993	" 9000lb	" 4500lb	" 2400lb	" 3000lb	" 3500lb	22400lb	Ch'go.
—16348	" 9000lb	" 4500lb	" 3600lb	" 4500lb	" 3000lb	24600lb	Green Bay, Wis.
—16337	" 9000lb	" 4500lb	" 3300lb	" 4000lb	7/21—2500lb	23300lb	Waterloo.
—16547	7/22—9000lb	7/24—3600lb	7/25—5700lb	7/26—4500lb	7/28— 3000lb	25800lb	Toronto.
—16557	" 9000lb	" 3600lb	" 6000lb	" 4000lb	" 3000lb	25600lb	K. C.
—16556	" 9000lb	" 3600lb	" 5700lb	" 4000lb	" 3500lb	25800lb	Ch'go.
—16846	" 9000lb	" 5400lb	" 3000lb	" 4000lb	" 3000lb	24400lb	Okla. C'y.

Number of Shipments of Oranges & Lemons unde

A., T. & S. F. Ry. Co.

Mo.	Oranges			Lemons.			Orgs. & Lem.			Ven
	Vent.	Iced.	Tot.	Vent.	Iced.	Tot.	Vent.	Iced.	Tot.	
Nov.	178	...	178	190	...	190	368	...	368	72
Dec.	450	...	450	92	...	92	542	...	542	5
Jan.	930	...	930	212	...	212	1142	...	1142	6
Feb.	1218	4	1222	199	...	199	1417	4	1421	7
	99.6	.3					99.8	.2		99
Mar.	1180	384	1564	158	1	159	1338	385	1723	6
	75.5	24.5		99.4	.6		77.7	22.3		69
Apr.	250	1105	1355	153	8	161	403	1113	1516	1
	18.5	81.5		50.4	49.6		26.6	73.4		19
May	92	960	1052	186	79	265	278	1039	1317	
	8.8	91.2		70.2	29.8		21.2	78.8		11
June	55	424	479	181	174	355	236	598	834	
	11.5	88.5		51.	49.		28.3	71.7		3
July	9	213	222	132	182	314	141	395	536	
	4.1	95.9		42.1	57.9		26.4	73.6		1
Aug.	4	248	252	118	46	164	122	294	416	
	1.6	98.4		72.	28.		30.1	69.9		3
Sept.	7	117	124	83	2	85	90	119	209	
	5.7	94.3		97.7	2.3		43.1	56.9		5
Oct.	9	81	90	151		151	160	81	241	
	10.	90.					66.4	33.6		63
Total ...	4382	3536	7918	1855	492	2347	6237	4023	10,265	3
	55.4	44.6		79.1	20.9		60.8	39.2		

California Fruit Growers' Exchange—Shipments Only.

anges & Lemons under Ventilation and Refrigeration During the Season Commencing 11, 1, '07, *& Ending* 10, 31, '08.

			So. Pac. Ry. Co.									S. P. L. A. & S. L. R. R. Co.								
Orgs. & Lem.			Oranges.			Lemons.			Orgs. & Lem.			Oranges.			Lemons.			Orgs. & Lem.		
t.	Iced.	Tot.	Vent.	Iced.	Tot.	Vent.	Iced.	Tot.	Vent.	Iced.	Tot.	Vent.	Iced.	Tot.	Vent.	Iced.	Tot.	Vent.	Iced.	Tot.
68	...	368	728	...	728	98	...	98	826	...	826	4	...	4	1	...	1	5	...	5
42	...	542	588	...	588	73	...	73	661	...	661	12	...	12	...	...	...	12	...	12
42	...	1142	616	...	616	111	...	111	727	...	727	35	...	35	1	...	1	36	...	36
17	4	1421	732	2	734	99	...	99	831	2	833	17	...	17	2	...	2	19	...	19
.8	.2		99.8	.2																
38	385	1723	635	277	912	82	5	87	717	282	999	29	10	39	...	...	...	29	10	39
.7	22.3		69.7	30.3		94.3	5.7													
03	1113	1516	164	674	838	92	8	100	256	682	938	14	49	63	2	...	2	16	49	65
.6	73.4		19.6	80.4		92.	8.													
78	1039	1317	93	719	812	83	45	128	176	764	940	25	53	78	3	...	3	28	53	81
.2	78.8		11.5	88.5		64.9	35.1													
36	598	834	18	465	483	58	65	123	76	530	606	1	33	34	...	...	...	1	33	34
.3	71.7		3.8	96.2		47.2	52.8													
41	395	536	2	186	188	75	58	133	77	244	321	...	14	14	1	...	1	1	14	15
.4	73.6		1.1	98.9		56.4	43.6													
122	294	416	7	182	189	58	32	90	65	214	279	...	15	15	...	...	...	...	15	15
.1	69.9		3.8	96.2		64.5	35.5													
90	119	209	5	93	98	49	8	57	54	101	155	...	...	...	...	...	...	...	...	...
.1	56.9		5.2	94.8		86.	14.													
160	81	241	33	19	52	78	1	79	111	20	131	...	2	2	1	...	1	1	2	3
.4	33.6		63.5	36.5		98.8	1.2													
237	4023	10,265	3621	2617	6238	956	222	1178	4577	2839	7416	137	176	313	11	...	11	148	176	324
0.8	39.2																			

56
Apr....

May...

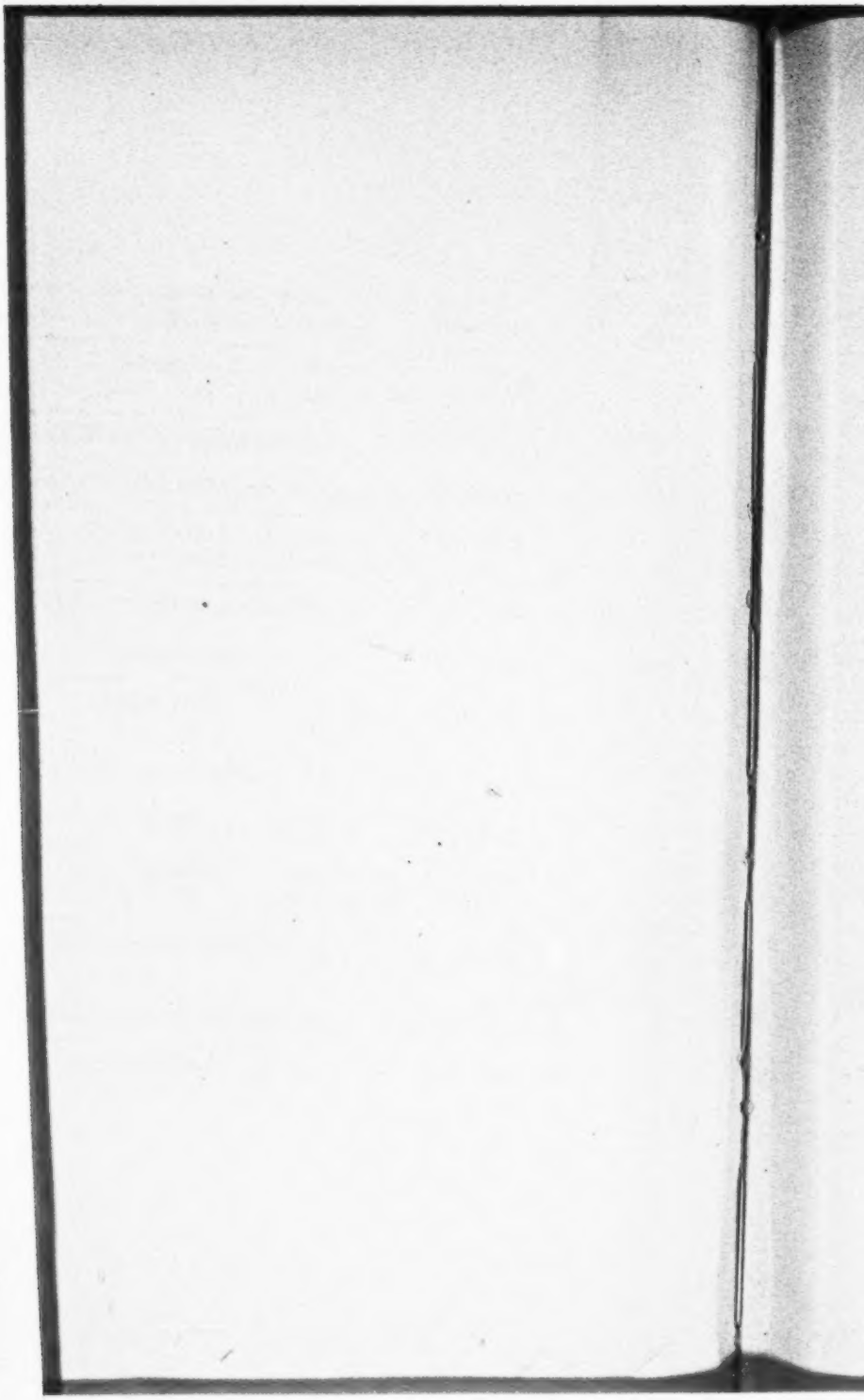
June..

July...

"

Av. wei

56	Cars.		San Bdno.	Needles.	Winslow.
Apr.	10		90,000#	34,200#	18,000#
		Av. pr. car	9,000#	3,420#	1,800#
		To. # cars	1,113	1,113	1,113
			10,017,000#	3,806,460#	2,003,400#
May	17		153,000#	56,700#	25,350#
		Av. pr. car	9,000#	3,336#	1,491#
		To # cars	1,039	1,039	1,039
			9,351,000#	3,466,104#	1,549,149#
June	13		116,500#	52,500#	27,300#
		Av. pr. car	8,962#	4,038#	2,100#
		To. # cars	598	598	598
			5,359,276#	2,414,724#	1,255,800#
July	6		54,000#	25,200#	27,300#
		Av. pr. car	9,000#	4,200#	4,550#
		To. # cars	395	395	395
			3,555,000#	1,659,000#	1,797,250#
"Total Cars Season"	3145		28,282,276#	11,346,288#	6,605,599#
Av. weight			8,993#	3,608#	2,100#



F. O. B. Prices Obtained Monthly and Average for Season in Various D
Seasons 1907–'8 *and* 1908–'

	Sept.		Oct.		Nov.		Dec.		Jan.	
	1908	1909	1908	1909	1908	1909	1908	1909	1908	1
Seaboard.										
Boston	$ .40	1.14	3.16	4.24	2.64	2.71	1.19	1.84	1.76	1
Montreal	None	Sold	None	Sold	None	Sold	None	Sold	None	2
New Orleans	None	Sold	None	1.11	None	.44	1.08	1.01	1.74	1
Memphis, Atlanta, Birm'gh'm, Nashville	None Sold		1.84	None	2.14	None	2.20	None	1.87	1.67	1
New York	None	1.66	3.82	3.85	2.78	2.49	1.36	1.79	1.39	1
Average for group	....	....	....	....	....	....	....	....	....	
Between Allegheny & Miss River.										
Chicago	2.92	2.22	3.62	2.94	2.86	2.49	1.62	1.96	1.72	1
St Louis	1.38	1.43	1.94	1.97	1.59	1.60	1 09	1.10	1.59	1
Cl'v'land	1.63	1.12	1.22	2.43	2.31	2.04	1.57	1.51	1.39	1
Toronto	None	2.90	None	2.88	3.09	2.95	1.62	2.44	None	2
Pittsburg	.19	.84	None	1.63	1.61	1.71	1.20	.85	1.47	1
Milwaukee	2.92	2.09	None	2 78	3.05	2.82	1.81	1.82	1.81	1
Peoria	2.98	2.10	3.92	2.75	No Report		1.86	2.15	1.54	2
Avg. for group	....	....	....	....	....	....	....	....	....	
West of Miss. River.										
Denver	4.32	2.76	4.29	2.94	3.10	2.68	1.99	2.37	2.12	2
Winnipeg, Calgary	3.92	2.19	4.33	2.71	3.43	3.03	2.84	2.39	1.82	2
Salt Lake, Boise	None	Sold	4.19	3.00	None	2.95	None	2.52	None	1
Ft. Worth	3.62	2.37	2.77	2.36	None	2.39	1 63	1.36	1.62	1
El Paso	No Report		No Report		None	Sold	None	Sold	No Re	
Oklahoma	3.20	2.56	2.50	2.08	2.54	2.05	2.01	2.16	1.65	1
Kansas City	4.81	2.25	3.58	2.55	2.19	2.38	1 69	1.72	1.85	1
Omaha	2.66	2.43	4.64	2.79	2.16	2.61	1.92	2.18	2.04	2
Minneapol	3.84	2.21	6.28	2.85	3.49	2.79	2 14	2.09	1.84	2
Avg. for group	....	....	....	....	....	....	....	....	....	

COMPLAINANTS' EXHIBIT 22.

ıd Average for Season in Various Districts on Straight Cars of Lemons Shipped Through the California Fruit Growers' Exchange, Seasons 1907–'8 *and* 1908–'9 (*Fruit Seasons from September 1st to August 31st*).

ct.	Nov.		Dec.		Jan.		Feb.		March.		April.		May.		June.		July.		Aug.		Average.		Number cars for season.	
1909	1908	1909	1908	1909	1908	1909	1908	1909	1908	1909	1908	1909	1908	1909	1908	1909	1908	1909	1908	1909	1908	1909	1908	1909
4.24	2.64	2.71	1.19	1.84	1.76	1.96	1.47	1.71	.94	1.40	.50	1.42	1.00	.93	.89	1.97	1 21	2.25	None	1.14	1.33	1.67	116	235
Sold	None	Sold	None	Sold	None	2.00	None	Sold	None	Sold	None	Sold	None	Sold	None	Sold	None	Sold	None	Sold	None	2.00	None	1
1.11	None	.44	1.08	1.01	1.74	1.39	1.33	1.72	None	Sold	None	Sold	.78	None	1.10	1.85	None	1.08	None	Sold	1.13	1.21	15	20
2.14	None	2.20	None	1.87	1.67	1.63	1.68	1.56	1.40	1.49	1.26	1.40	1.22	1.37	1.64	1.52	1.22	2.27	1.61	1.39	1.50	1.78	41	98
3.85	2.78	2.49	1.36	1.79	1.39	1.78	1.21	1.75	.91	1.10	.96	None	.95	.74	.98	.39	None	1.58	None	.50	1.52	1.73	98	152
....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	1.41	1.69	....	....
2.94	2.86	2.49	1.62	1.96	1.72	1.87	1.62	1.70	1.58	1 37	1.34	1.48	1.60	1.33	1.94	2.13	2.07	2.73	2.54	1.66	1.97	1.99	412	398
1.97	1.59	1.60	1 09	1.10	1.59	1.39	1.30	1.59	1.03	1.22	.72	1.13	.11	.70	1.26	1.60	1.06	1.97	1.82	.72	1.33	1.31	166	212
2.43	2.31	2.04	1.57	1.51	1.39	1.47	1.42	1.67	1.27	1.31	.90	1.12	1.70	.73	1.81	1.75	1.22	2.58	2.05	1.00	1.55	1.58	104	121
2.88	3.09	2.95	1.62	2.44	None	2 25	None	Sold	1.82	1.89	None	Sold	1.14	1.89	1.01	None	2.27	2.66	None	Sold	1.92	2.47	9	11
1.63	1.61	1.71	1.20	.85	1.47	1.64	1.31	1.41	.84	1.05	32	1.03	.84	.43	.95	1.46	.88	1.71	.99	.79	1.01	1.15	99	131
2 78	3.05	2.82	1.81	1.82	1.81	1.97	1 74	1.65	1.55	1.50	1.55	1.63	1.75	1.65	2.27	2.37	2.30	3.25	3.18	2.45	2.08	2.29	58	71
2.75	No Report		1.86	2.15	1.54	2.10	1.66	1.95	1.35	1.65	.92	1.64	1.58	1.49	2.01	2.02	2.33	3.35	3.14	2.59	2.24	2.29	88	96
....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	1.74	1.75	....	....
2.94	3.10	2.68	1.99	2.37	2.12	2 28	2.14	2.24	2.01	1.98	1.93	2.11	2.13	2.21	2.80	2.37	3.33	4.53	3.77	3.52	2.80	2.80	111	93
2.71	3.43	3.03	2.84	2.39	1.82	2 12	1.98	2.10	1.85	1.92	1.72	1.93	1.81	2.01	2.17	2.08	3.05	3.26	3.79	2.96	2.59	2.48	40	68
3.00	None	2.95	None	2.52	None	1.92	1.72	None	1.90	2.25	1.90	None	2.04	1.91	2.92	2.59	2.89	4.23	3.77	3.71	2.73	2 93	22	34
2.36	None	2.39	1 63	1.36	1.62	1.61	1.77	1.74	1.21	1.56	1.28	1.42	1.61	1.44	1.56	1.86	1.80	3.34	2.95	1.97	1.80	2.11	47	97
eport	None	Sold	None	Sold	No Report		No Report		No Report		No Report		No Report		No Report		No Report		No Report		1.96	2.61	9	4
2.08	2.54	2.05	2.01	2.16	1.65	1.70	1.71	1.65	1.42	1.60	1.45	1.62	1.58	1.41	2.19	1.56	2.26	3.95	3 43	2.28	2.28	2.05	96	84
2.55	2.19	2.38	1 69	1.72	1.85	1.73	1.65	1.78	1.92	1.72	1.38	1.99	1.85	1.78	2.00	2 44	1.99	3.43	2.77	2.42	2.01	2.34	152	169
2.79	2.16	2.61	1.92	2.18	2.04	2.22	1.96	2.05	2.12	1.95	2.01	2.24	2.31	2.10	2.79	3.21	3.51	4.46	4.32	3.39	2.95	2.97	127	132
2.85	3.49	2.79	2 14	2.09	1.84	2.14	1.99	2.15	1.76	1 88	1.79	2.05	No Report		2.61	2.45	3.00	3.92	3.53	3.15	2 63	2.60	228	277
....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	..	2.49	2.53	....	....

Statement Showing Average Amount of Ice Supplied, in Different
Cal., Originally Billed to Chicago and Moving to or Beyond the
per Car, on this Basis, on All the Refrigerated Cars Shipped

(1908) Month.	No. cars.	Lbs. San Bernardino.	Lbs. Needles.	Lbs. Winslow.
March	14	126,000	43,900	24,400
April	45	405,000	143,700	89,900
May	60	539,000	195,000	97,200
June	31	278,000	109,200	64,100
July	31	278,500	149,100	114,600
August	22	197,500	111,900	64,200
September	7	62,000	28,200	16,500
Total	210	.....	.....	.....

COMPLAINANTS' EXHIBIT No. 23.

pplied, in Different Months in 1908, *at Regular Icing Stations, to all Forty* (40) *Feet Cars, Initially Iced at San Bernardino, ng to or Beyond that Point—Shipped Through the California Fruit Growers' Exchange. Also what the Average would be rated Cars Shipped Through the California Fruit Growers' Exchange over the Santa Fe During These Months.*

Lbs. eedles.	Lbs. Winslow.	Lbs. Las Vegas.	Lbs. Argentine.	Lbs. Total.	Average per car.	Ice shipments via Santa Fe, 1908.	Estimated total amount ice.	Estimated average per car.
43,900	24,400	20,700	25,500	240,500	17,178 lbs.	385 cars	6,613,530 lbs.	
43,700	89,900	61,300	108,000	805,900	17,908	1,113	19,931,604	
95,000	97,200	132,500	172,500	1,136,200	18,936	1,039	19,674,504	
09,200	64,100	91,000	59,500	601,800	19,411	598	11,607,778	
49,100	114,600	121,000	99,000	762,200	24,587	395	9,711,865	
11,900	64,200	91,500	66,500	531,600	24,163	294	7,103,922	
28,200	16,500	21,500	20,000	148,200	21,171	119	2,519,349	
.....	.....	.....	.....	.....	.....	3,943	75,141,552	19,057 lbs.

F. O. B. Prices Obtained Monthly and Average for Season in Various Districts on

	Sept.		Oct.		Nov.		Dec.	
	1908.	1909.	1908.	1909.	1908.	1909.	1908.	190
Boston	2.47	2.28	4.24	3 17	None	3.24	1.46	1 52
Chicago	3.48	2 59	4.34	3.06	2.01	1.86	1.43	1.9
Cleveland	2 64	1.74	4.00	2 38	2.03	2.31	1.47	1.7
Denver	None	2.82	None Sold		2 03	1 98	1.33	1.8
El Paso	No Report		No Report		None Sold		None	1.5
Ft. Worth	3.44	2.38	None	2.29	1.71	1 66	1.42	1.6
Kans. City	3.22	2.67	None	3.08	1.88	1.80	1.32	1 7
Memphis.. Atlanta.... Birm'gh'm. Nashville...	3.24	2 12	None	2.15	1.93	None	1.34	1.6
Milwaukee	3.64	2.69	None	2.42	2.31	1.86	1.39	1.8
Minneapolis	3.56	2 74	None	2 84	2.23	1.96	1.45	1.9
Montreal	None	2.52	None Sold		None	1 86	1.51	1.9
New Orl'ns	None	1.95	None	1.35	None Sold		1.08	No
New York	2.75	2 28	4.45	2 95	1.94	3 20	1.41	2.1
Oklahoma	3.12	2 31	3.62	2.18	2.10	1.74	1 40	1 6
Omaha	3 51	2 75	None	3.15	2.20	2 06	1.38	1.9
Peoria	3.69	2.70	4.10	None	2.19	1 94	1 38	1.9
Pittsburg	2.56	1.40	3.37	2.04	2.00	2 01	1.17	1 6
St. Louis	2 45	1.61	3.21	2.62	1.49	1.70	1.43	1.7
Salt Lake. Boise.....	None Sold		None	2 65	2.19	2.02	1.58	1.9
Toronto	3 62	2.76	3.75	3.11	1.75	1 84	1.39	1.9
Winnipeg. Calgary...	3.75	2.74	None	2.71	2.43	2.00	1.61	1.8

(COMPLAINANTS' EXHIBIT No. 24.)

ts on Straight Cars of Oranges Shipped Through the California Fruit Growers' Exchange, Seasons 1907–'8 *and* 1908–'9 (*Fruit Seasons from September* 1*st to August* 31*st*).

c.	Jan.		Feb.		March.		April.		May.		June.		July.		Aug.		Average.		No. cars for season.	
1909.	1908.	1909.	1908.	1909.	1908.	1909.	1908.	1909.	1908.	1909.	1908.	1909.	1908.	1909.	1908.	1909.	1908.	1909.	1908.	1909.
1 52	1.42	1.63	1.36	1.65	1.54	1.42	1.58	1.65	1.90	1.12	1 83	1.22	2 01	1.07	2.76	1.46	1.71	1.43	860	1,219
1.96	1 51	1.64	1.44	1.66	1.61	1.59	1.70	1.74	2 09	1 30	2.22	1 59	2.69	1 64	2.86	1.70	1.89	1.66	1,007	1,135
1.74	1.29	1.44	1.31	1.41	1 39	1.31	1.44	1 54	1.70	1.01	1.45	1.26	.80	.84	None Sold		1.47	1.31	270	337
1.89	1.44	1.58	1.40	1.56	1.50	1.57	1.63	1.66	2.09	1.45	2 64	1 78	2.82	1.70	2.98	1.87	1 90	1 67	193	184
1.50	No Report		No Report		No Report		No Report		No Report		No Report		No Report		No Report		1.54	1 69	13	30
1.63	1.42	1.54	1.34	1.52	1.39	1.36	1.46	1.51	1.86	1 31	2 21	1.51	2 50	1.65	2.66	1.59	1.61	1.56	210	239
1.70	1.37	1.63	1.29	1.62	1.44	1.52	1.65	1.65	1 95	1.28	2.59	1.69	2.58	1.53	2.74	1.61	1.66	1.61	402	414
1.67	1.16	1.59	1.27	1.38	1.38	1.39	1.49	1.51	1.75	1.30	1.95	1.37	2.28	1.57	2.71	1.41	1.60	1.47	157	300
1.86	1 48	1.66	1.42	1.65	1.62	1.52	1.69	1.66	2 13	1.30	2.23	1.50	2.35	1 50	2.86	1.73	1.73	1.60	224	293
1.94	1 56	1.72	1.37	1.64	1.55	1 56	1.66	1 75	No Report		2 68	1.67	2.73	1.93	2.89	1.84	1.90	1.72	572	799
1.92	1 45	1.64	1.40	1.57	1.72	1.51	1.65	1.63	2.25	1.28	2.80	1.77	2.82	1.86	2.92	1 86	2 01	1.66	163	213
None	.98	.60	1 22	1.40	1.16	1.24	1.39	1.33	1.70	.95	1.47	1.01	.93	1.07	2.43	1.31	1.39	1.18	131	165
2.12	1.39	1.65	1.39	1.74	1.51	1.51	1.62	1 65	2 00	1.17	1.78	1 25	2.17	.99	2 51	1.43	1.77	1.45	1,184	2,008
1 62	1 39	1 32	1.35	1.42	1.48	1.40	1.59	1.60	1.95	1.39	2.49	1.31	2.69	1.69	2.54	1.41	1.80	1.53	160	153
1.93	1.55	1.62	1.35	1.67	1.54	1.59	1.74	1.75	2.09	1.35	2.41	1.64	2.88	1.84	2.99	1.88	1.81	1.70	303	326
1.93	1.44	1.60	1.40	1.61	1.56	1.59	1.74	1.70	2.14	1.40	2.72	1 72	2.75	1.95	2.89	1 80	1.79	1.66	175	256
1 67	1.19	1.22	1.18	1.27	1.27	1 28	1.32	1 42	1.70	.83	1.96	1 22	None	1.06	None	1.30	1.40	1.11	398	623
1.72	1 22	1.20	1.24	1.32	1.31	1.36	1.44	1.49	1.74	1.04	1.52	1.15	1.53	.95	2.45	1.02	1.45	1.26	441	565
1.96	1.44	1.75	1.32	1.52	1.63	1.55	1.83	1.64	2.34	1.35	2.76	1.80	2.65	2.05	None	1.93	1.91	1.71	59	66
1.95	1.52	1.73	1.44	1.70	1.58	1.59	1.66	1.76	2.14	1 36	2.63	1.65	2.95	1.76	2.97	1.86	1.86	1.71	238	291
1.89	1.70	1.67	1.50	1.70	1.69	1.63	1.64	1.70	2.10	1.47	2.77	1.61	2.96	2.09	3.05	1.91	2.21	1.78	206	303

60 COMPLAINANTS' EXHIBIT 25.

Copy.

Office of California Fruit Growers Exchange.

B. A. W. LOS ANGELES, CAL., *Feb.* 17, 1910.

L. A. Ice & Cold Storage Co., Mr. J. G. McKinney, Mgr., City.

DEAR SIR: We acknowledge receipt of your letter of the 15th on the subject of precooling oranges and furnishing ice in the car on the shipment of such fruit.

Your proposition as covered by your letters of the 5th and 15th is accepted, subject to the further provision that the storage in transit rate of the initial lines at present effective, is continued.

Yours truly,
(Signed) B. A. WOODFORD,
General Manager.

61 Copy.

FEBRUARY 15, 1910.

Mr. B. A. Woodford, California Fruit Growers Exchange, H. W. Hellman Bldg., City.

DEAR SIR: Confirming verbal agreement yesterday afternoon, would say that we will precool oranges and ice the cars as per our letter of the 5th inst. with the understanding that you will give us all the business that we can take care of in preference to placing this business elsewhere, we to reciprocate: viz., we will take care of as much of this business as we can in preference to any one else.

There will be no obligation on your part to furnish us with any stated amount of business, nor on our side any guarantee of obligation as to the total amount of precooling and icing we can do.

If this letter does not confirm our agreement as per your understanding, kindly let me know at once and oblige.

Yours truly,
(Signed) LOS ANGELES ICE AND COLD STORAGE COMPANY.
J. G. McKINNEY.

B. M.

62 Copy.

Office of California Fruit Growers Exchange.

B. A. W. LOS ANGELES, CAL., *Feb.* 10, 1910.

Mr. J. G. McKinney, Mgr. L. A. Ice & Cold Storage Co., City.

DEAR SIR: Your proposition under date of February 5th with reference to precooling citrus fruits and furnishing initial icing

of the same was presented to our board of directors yesterday and accepted, with the provision that satisfactory arrangements be made between your company and ourselves as to guarantee of volume of business and that the whole contract be based on the continuance of the storage in transit rate, as now effective.

We shall be glad to meet you at any satisfactory time to complete the arrangements.

Yours truly,
(Signed) B. A. WOODFORD,
General Manager.

63 Copy.

FEBRUARY 5, 1910.

California Fruit Growers Exchange, H. W. Hellman Bldg.. City.

GENTLEMEN: In figuring on the proposition of precooling and icing cars for you at our plants, we beg to state that we can furnish the following capacity, so far as space is concerned:

Seventh street	742,000	Cubic feet
Fourth street	82,000	" "

We have these rooms piped sufficient to furnish in them 464 tons of refrigeration, but our refrigerating machine capacity available for this work is only 170 tons per day.

We figure that it will require ten tons of refrigeration to precool each car of oranges. This would enable us to handle an average of about 17 cars per day. We do not feel safe, however, in guaranteeing to handle more than 10 cars per day, but it is possible that we may be able to exceed even 17 cars per day.

We are willing to do this work on the basis of 5¢ per box for precooling oranges and $2.25 per ton for the ice put in the bunkers of the refrigerator cars in full blocks. If there is any space in the interstices that can be reasonably filled we will also break up the ice and fill same.

This subject to a reasonable guarantee as to volume of business to be given us.

Yours truly,
(Signed) LOS ANGELES ICE AND COLD STORAGE COMPANY.
J. G. McKINNEY.

B. M.

64 COMPLAINANTS' EXHIBIT 26.

Extract from Santa Fe Company's Answer.

That during the fruit year ending October 31, 1909, the defendant Railway Company diverted 10,111 cars from the destination to which they had been originally billed, some cars having been diverted from two or three times and each car diverted requiring the expenditure of an average of four telegrams of 40 words each, the

approximate cost of which was $101,110; and that in addition to this there was an indefinite number of telegrams transmitted respecting the whereabouts of shipments and other matters relating to car supply and general service. That no other kind of freight traffic requires such particular and costly attention to any such degree.

That here is maintained solely on account of the citrus fruit traffic a supervision and inspection system requiring 7 traveling men, 15 to 17 Inspectors at various points along the line, and costing $43,000 a year, fully two-thirds of which cost is chargeable to the movement of citrus fruit, and one half of that is incurred on fruit not under refrigeration.

That on the 5,700 refrigerator-cars used by the said Railway Company in its perishable freight service, each of which car costs from $300 to $400 more than the box cars of the same class cost, there was expended for the year ending June 30, 1909, for repairs and maintenance alone $391,585.89, being $68.70 a car per annum, which is the highest cost for current running repairs required by any class of Railway cars; that in the year mentioned the refrigerator-cars of the Railway Company cost for cleaning $4,257.12; and that in said year the refrigerator-car depreciation of the defendant amounted to $284,469.13, said refrigerator-cars deteriorating more rapidly and being superseded by new inventions more quickly than is any other kind of freight car, the said refrigerator-car having been improved more during the last two years than it had been for the five years preceding. The Refrigerator-cars, because of ice bunkers in the ends, will not load as heavily with the same class of cargo as a box-car. The refrigerator cars of the defendant Railway Company, constructed for a burden of 60,000 pounds, are classed to be loaded with 50,000 pounds only, for the reason that the weight is in the center of the car; 60,000 pounds in a refrigerator-car will throw more weight and strain in the center of the car than is sustained by a box-car loaded with 80,000 pounds, this owing to the lack of counterbalance which the refrigerator-car derives from its own load. A 40-Foot refrigerator-car has a loading space of 32 feet 5 inches, while a 40-foot box car has available for loading its entire space.

65 COMPLAINANT'S EXHIBIT 27.

MARCH 21, 1910.

Mr. BARNWELL: Below please find statement showing citrus fruit shipped to eastern territories, oranges and lemons, under ventilation and refrigeration, commencing season 1899 up to and including March 20th, 1910.

				Under		Percentage	
Season.	Oranges.	Lemons.	Total.	Vent.	Refr.	Vent.	Refr.
1899-00...	7,087	1,310	8,397	5,008	2,489	70.3	29.7
1900-01...	9,511	2,195	11,706	6,134	5,572	52.4	47.6
1901-02...	6,424	1,307	7,731	5,199	2,532	67.2	32.8
1902-03...	8,802	1,956	10,758	5,529	5,229	51.4	48.6
1903-04...	....	....	12,775	7,638	5,137	59.8	40.2
1904-05...	....	....	13,809	6,850	6,959	49.6	50.4
1905-06...	....	....	10,893	6,596	4,297	60.5	39.7
1906-07...	11,318	2,192	13,511	5,441	8,070	40.3	59.7
1907-08...	11,340	2,889	14,229	8,710	5,519	61.2	38.8
1908-09...	14,473	3,403	17,876	8,779	9,097	49.2	50.8
1909-10.							
Nov.	101	140	241	171	70	71.	29.
Dec.	453	222	675	675	....	100.	....
Jan.	1,214	239	1,453	1,453	....	100.	....
Feb.	1,489	165	1,654	1,653	1	99.9	.01
Mar. ..... (20th)	1,542	171	1,713	1,564	49	96.9	3.1

R. J. ABBOTT.

COMPLAINANTS' EXHIBIT 28.

Statement Showing by General Accounts Operating Expenses of the A., T. & S. F. Ry. System from July 1, 1900, to June 30, 1909.

Year, from July 1st to June 30th.	Maintenance of way & structures.	Maintenance of equipment.	Conducting transportation.	General expenses.	Betterments.	Total.	Average mileage operated.
1900-1901..	$6,433,840	$6,257,457	$17,309,001	$1,362,647	$900,000	$32,262,945	7,807.31
1901-1902..	6,141,466	7,864,951	18,442,438	1,460,413	.....	33,909,268	7,855.38
1902-1903..	9,304,892	8,510,543	19,023,145	1,598,530	.....	38,437,110	7,965.13
1903-1904..	9,170,234	10,006,135	21,295,960	1,749,703	.....	42,222,032	8,179.59
1904-1905..	11,385,418	10,914,864	21,362,860	1,854,242	.....	45,517,384	8,305.40
1905-1906..	12,475,408	10,720,040	23,370,572	1,931,498	.....	48,497,518	8,433.99
1906-1907..	15,286,063	11,779,846	29,538,964	2,263,028	.....	58,867,901	9,278.15
1907-1908..	14,414,875	14,376,338	*30,283,726	1,749,024	.....	60,823,963	9,430.60
1908-1909..	12,884,407	13,903,897	†28,579,686	2,127,205	.....	57,495,195	9,794.86

*Includes $1,796,691 "Traffic Expenses" as Per I. C. C. Classification.
†Includes $1,904,822 " " " " " "

Statistical Department, Chicago, March 7, 1910.

67 COMPLAINANT'S EXHIBIT 29.

Statement Showing Division of Citrus Fruit Rates to Various Points via Named Junctions.

	Junction.	Per cent. lines east.	Per cent. lines west.
Boston	Chicago	25.	75.
New York	"	25.0	75.0
Philadelphia	"	25.0	75.0
Baltimore	"	25.0	75.0
Albany	"	25.0	75.0
Pittsburgh	"	15.0	85.0
Buffalo	"	15.0	85.0
Detroit	"	12.0	88.0
Cincinnati	"	12.0	88.0
Chicago	Kansas City	15.0	85.0
Milwaukee	"	15.0	85.0
St. Louis	"	11.0	89.0

Statistical Department, Chicago, Mar. 7, 1910.

Statement Showing Gross Freight and Passenger Earnings of the A. T. & S. F. Ry. System July 1, 1900, to June 30, 1909.

Year, from July 1st to June 30th.	Freight.	Passenger.	Miscellaneous.	Total earnings.	Average mileage operated.
1900-1901	39,052,557	11,678,017	3,744,248	$54,474,822	7,807.31
1901-1902	41,815,607	13,439,384	3,880,094	59,135,085	7,855.38
1902-1903	44,622,438	13,469,986	4,257,973	62,350,397	7,965.13
1903-1904	47,762,653	15,433,774	4,974,773	68,171,200	8,179.59
1904-1905	47,408,982	16,045,380	4,921,475	68,375,837	8,305.40
1905-1906	54,598,903	18,013,988	5,431,456	78,044,347	8,433.99
1906-1907	65,500,309	21,171,629	7,011,468	93,683,406	9,273.15
1907-1908	61,848,639	21,643,427	7,125,730	90,617,796	9,430.60
1908-1909	64,212,638	22,734,505	7,318,573	94,265,716	9,794.86

Statistical Department, Chicago, March 7, 1910.

69 COMPLAINANTS' EXHIBIT 31.

The Atchison, Topeka and Santa Fe Railway System.

President's Office.

AT LOS ANGELES, *Nov.* 23, 1905.

Messrs. F. Q. Story, Prest., and B. A. Woodford, Mgr., The Southern California Fruit Growers Exchange, Los Angeles, Cal.

GENTLEMEN: You recently presented to me in person a communication dated October 10th requesting certain changes in the conditions and the rates governing the transportation of citrus fruits.

Your requests were:

First. A readjustment of the required minimum weight according to the length of the car. In reply I beg to state that we have decided that hereafter the minimum weight on cars 36 feet long will be for citrus fruit in straight or mixed carloads, 24190 lbs., and in cars over 36 ft. outside measurement 27,600 lbs. for oranges and grape fruit and 26,200 lbs. for lemons. While the result of this change will be a decrease in our net revenues on the smaller cars, of an appreciable amount, we are glad to be able to meet your views in this particular.

Second. A flat or "blanket" rate of $1.25 to European ports in order to assist the growers in building up a trans-Atlantic market for the products of California. We have found it impracticable to name through rates to Europe via the various ports, and do not think an attempt to do so would be satisfactory either to you or to ourselves, but we have decided to reduce our charges to the seaboard on citrus fruit exported to Europe to $1.00 per 100 lbs.

70 The details of this arrangement and the manner in which it is to be handled, will be arranged by our freight department and communicated to you.

Third. A rate of $1.10 per 100 lbs. to Eastern points at all seasons, and an emergency rate of $1.00 per 100 lbs. during the months of January, February and March. I regret that after mature deliberation I feel obliged to decline this request for reasons already briefly stated to you, and which I will here recapitulate.

The rate of $1.25 was originally established at a time when the citrus fruit industry was in its infancy, when California fruit was inferior in quality, when competition with Florida was acute, and when the duty on Mediterranean fruit was lower than at present. It was felt that it was an exceedingly low rate but that it would stimulate the settlement of the State, and while it might not be immediately profitable to the railroads, they might get some return in the collateral business which might result from the increase in population and purchasing power of the communities affected.

For many years the rate has been in effect during most of which time the California grower of citrus fruit has received larger returns on his investment, and higher pay for his labor, than any other agriculturist in the world—and the rate has remained unchanged

notwithstanding the great advance in the expense to the carrier. It is, of course, within your knowledge that all wages and the price of all material used by us have increased from forty to one hundred per cent in the last ten years. It is true that the tonnage has greatly increased, but it is also true that to meet the demands made upon us, we have been obliged to borrow immense
71 sums of money and expend the same upon the property. The Santa Fe Company alone has expended in the last ten years not less than sixty millions of dollars on its lines between Chicago and Los Angeles. The Inter State Commerce Commission by a bare majority pronounced in favor of a rate of $1.10, though one member thought that it should be $1.15 and yet one other (the chairman) thought it should remain unchanged: the question is still in the courts. We believe that courts will find our present rates to be not unreasonable. We are anxious to have the question decided, and even if for any reason we could entertain your request, we would not care to anticipate the decision or abandon our case (which we feel sure is based upon a sound contention) by voluntarily accepting the rate fixed by a majority of the Commission, a part of the season, and a lower rate than even the Commission found reasonable, for the remainder.

In our conversation upon this subject you presented a statement showing the prices obtained by the growers in your organization and you laid particular stress on the fact that shipments made in the winter months failed to yield a proper return to the growers. The same statement, however, showed that during the summer months those of the growers who were fortunate enough to produce at that season, made very large profits: your argument was that the railroads should come to the assistance of the growers during the season of depressed prices, but you apparently overlooked the fact that the same line of reasoning would justify during the summer, a much higher rate than we now charge. In other words, your contention seemed to be that when prices are low, we should
72 make low rates, but that when prices are high, we should make no advances. Now I have great sympathy with the proposition that our rates should be adjusted with some regard to the value of the service to the shipper, i. e., that the rate should be what the traffic will fairly and justly bear, but it is perfectly apparent that if such a rule is to be adopted, it must work both ways,—if the railroad is to be asked to reduce its rate to $1.00 when the grower gets returns of only 50 cents per box, it should similarly be permitted to raise its rate to at least $1.50 when the grower gets returns of $2.50, yet I imagine that the grower of summer oranges would not subscribe to that principle though it is perfectly just.

Again, I do not consider that it is by any means certain that a reduction in our rate would result in advantage to the grower. Competition among the growers themselves is no inconsiderable factor in the low prices that obtain in the East during the season of greatest production. By combination among the growers, you have doubtless eliminated a part of this competition, but I do not

understand that you control all of the crop by any means, and my experience is that rate reductions as a rule redound to the advantage of the buyer rather than the producer.

We are given to understand that the estimates of the crop of this year which we had during the early part of the season, will need revision, and that the crop will be less that was then anticipated. We have during the past year added 1500 cars to our refrigerator equipment, and unless we are interfered with by the elements to an abnormal extent, we expect to be able to meet all the
73 reasonable requirements of the growers: we desire to co-operate in all reasonable ways in the endeavor to market the crop either in this country or abroad, but cannot meet your views as to reduction of rates on domestic business for the reasons above stated.

Fourth. You ask for a reduction in icing charges, or in lieu thereof, permission to the shipper to do his own icing. I have stated often, and again repeat, that our interest ceases with the transportation charges, and that we do not care to make money out of the grower on icing charges. The large tonnage of ice which we must carry in the cars to preserve the fruit, adds greatly to our expense of course, but it is or should be considered in making the rate itself, and we should not, and do not, attempt to get paid for it by a profit on the ice. As a matter of fact we are now icing at cost,—in fact if we were to consider as a part of the cost of icing, the interest on cost of our ice houses, and the transportation of the ice, the account would, I believe, show a loss. Our Refrigeration charges are based on the price we pay for ice not only for this purpose, but for our own purposes also.

It is, of course, impracticable that the shippers should ice their own cars at the various stations along our line,—it would mean confusion of all kinds and would enhance the cost to everybody.

In conclusion, I beg to say that my expression of regret at being unable to fully meet your views, is not a mere phrase, but is quite sincere. I would like to have you and all your constituents feel that we consider their interests and that we are anxious to deal justly as between our patrons on the one hand and our
74 thirteen thousand stockholders on the other; honest differences of opinion between buyer and seller have always existed, and doubtless will always exist, but I trust that as between us they may be always tempered by mutual good will and respect.

Yours truly,

(Signed) E. P. RIPLEY.

75 COMPLAINANTS' EXHIBIT 32.

The Atchison, Topeka and Santa Fe Railway System.

(President's Office.)

JUNE 17, 19*L*7.

MY DEAR MR. STORY: Please recall the various interviews we have had in the last two years as to citrus fruit rates and the representations which have been made by your constituents and yourself as to the condition of the citrus industry, which finally resulted in a reduction of the rate on oranges. This reduction was made at the earnest request of your Committee and yourself based upon a prediction on your part that the season was likely to be disastrous for the growers, the same prediction having been made the previous year, and proving to be a great mistake as to both years. The question of now advancing the rate to the old basis has been under discussion in this office for the last two weeks and while it has been practically decided that we will let the orange rate stand as it is for the present, and probably for another season, I am writing to advise you that we do not consider the rate high enough and believe we made a mistake in reducing it last year. I stated to you last winter that it was reduced, not because we believed it too high in itself, but only because of the representations made as to the effect of a reduction on the industry. It now transpires that the growers would have had a very excellent year without this reduction and that the onl*t* effect of our act has been to take money from our treasury and put i*n* into the pockets of some one, whether growers
or consumers is undetermined. Up to this time the increase
76 in the volume of tonnage has enable- the railroads to take care of the enormous expense of operation without seriously affecting their net revenue, but when we come to a general recession of business, which is about due to arrive, there will be only one course left for us and that is to advance our rates, and in my judgment one of the first rates to be advanced will be the citrus fruit rate. I am writing this because I do not want you or your association to be deceived into believing that the controversy is settled, or that we have made up our minds that the reduction is to be permanent.

Yours truly,
(Sgnd.) E. P. RIPLEY.

Mr. F. Q. Story, Chairman, Citrus Protective League, 829 H. W. Hellman Building, Los Angeles, Cal.

77 COMPLAINANT'S EXHIBIT 33.

List of Precooled & Preiced Shipments Forwarded with Instructions—"Plugs in, Vents Closed to Destination. Do Not Vent Thru Side Doors. Do Not Reice in Transit," on Which We Were Charged $30.00 *Refrigeration.*

Salt Lake Route.

L. A. No.	Car No.	From—	Date.	To—	Date of arrival.
21201	PFE 6037	Pomona	7-19-09	Cincinnati	7-29-09
21202	PFE 5099	"	7-19-09	Buffalo	7-30-09
21223	PFE 4075	"	7-20-09	Philadelphia	7-31-09
21302	PFE 4629	"	7-21-09	Springfield, Ill.	8- 1-09
21358	PFE 5537	"	7-22-09	Pittsburg	8- 2-09
21553	PFE 6389	"	7-26-09	Pittsburg	8- 6-09
21554	PFE 5002	"	7-26-09	Columbus	8- 5-09
21619	PFE 711	"	7-27-09	Salt Lake	7-31-09
21875	PFE 3738	"	8- 2-09	Pittsburg	8-13-09
21876	PFE 3367	"	8- 2-09	Toronto	8-18-09
21915	PFE 6150	"	8- 3-09	Cincinnati	8-13-09
21954	PFE 6126	"	8- 4-09	Pittsburg	8-15-09
22057	PFE 1373	"	8-16-09	Baltimore	8-18-09
22058	PFE 5880	"	8- 6-09	Buffalo	8-17-09
22200	PFE 1044	"	8-10-09	Omaha	8-17-09
22201	PFE 3834	"	8-10-09	Baltimore	8-23-09
22282	PFE 6075	"	8-12-09	Buffalo	8-24-09
22423	PFE 6023	"	8-16-09	Pittsburg	8-27-09
22424	PFE 2113	"	8-16-09	Cincinnati	8-26-09
22504	PFE 1244	"	8-18-09	Detroit	8-30-09
22505	PFE 2387	"	8-18-09	Brantford, Canada	8-28-09
22506	PFE 5818	"	8-18-09	Baltimore	9- 4-09
22577	PFE 4018	"	8-20 09	Chicago	8-30-09
22578	PFE 1642	"	8-20-09	Saranac Lake	9- 7-09

24 @ $30=$720.

78 COMPLAINANT'S EXHIBIT No. 34.

Docket No. 3000.

List of Precooled and Preiced Shipments Forwarded with Instructions—"Plugs In, Vents Closed to Destination. Do Not Vent Thru Side Doors. Do Not Reice in Transit," on Which We Were Charged $30.00 *Refrigeration, Originating on the Southern Pacific Co.*

L. A. No.	Car No.	From—	Date.	To—	Date arrival.
20406	RD 7048	Pomona	7- 6-09	Atlanta	7-16-09
20450	RD 4916	"	7- 6-09	Pittsburgh	7-16-09
20505	RD 5119	"	7- 7-09	St. Louis	7-20-09
20506	RD 6068	"	7- 7-09	Columbus	7-17-09
20567	PFE 4137	"	7- 8-09	Peoria, Ill.	7-19-09
20568	PFE 5652	"	7- 8-09	Lincoln	7-16-09
20586	RD 2442	"	7- 9-09	New York	8- 4-09
20691	PFE 4757	"	7- 9-09	New Orleans	7-18-09
20700	" 5088	"	7-10-09	St. Louis	7-21-09
20752	" 5653	"	7-12-09	New York	7-31-09
20754	" 4500	"	7-12-09	New York	7-29-09
20833	" 6239	"	7-13-09	Pittsburgh	7-24-09
20835	" 1745	"	7-13-09	Louisville	7-27-09
20834	" 4120	"	7-13-09	Pittsburgh	7-30-09
79					
20902	PFE 5559	Pomona	7-14-09	Louisville	7-28-09
21012	" 692	"	7-15-09	Indianapolis	7-24-09
21013	" 2085	"	7-15-09	St. Joseph	7-23-09
21117	" 3680	"	7-16-09	Columbus	7-31-09
21118	" 6264	"	7-16-09	Lincoln	7-23-09
21200	" 3569	"	7-19-09	St. Joseph	7-28-09
21222	" 3424	"	7-20-09	Brownwood, Texas	7-27-09
21303	" 3391	"	7-21-09	St. Louis	7-30-09
21555	" 5916	"	7-26-09	Pittsburgh	8-12-09
21620	" 3274	"	7-27-09	Hobart, Okla.	8- 4-09
21916	" 2621	"	8- 3-09	Pittsburgh	8-16-09
22056	" 545	"	8- 6-09	Chicago	8-19-09
22143	" 2381	"	8- 9-09	St. Louis	8-21-09
22144	" 6530	"	8- 8-09	Pittsburgh	8-20-09
22145	" 641	"	8- 9-09	Pittsburgh	8-27-09
22281	" 4291	"	8-12-09	Philadelphia	8-31-09
22283	" 975	"	8-12-09	Altoona	8-23-09
22312	" 3459	"	8-13-09	Pittsburgh	8-25-09
22466	" 4855	"	8-17-09	Baltimore	9- 3-09
22467	" 4761	"	8-17-09	Philadelphia	9- 2-09
22468	" 2960	"	8-17-09	Chicago	8-27-09
80					
22579	PFE 6182	Pomona	8-20-09	Dallas, Texas	8-26-09
22580	" 4258	"	8-20-09	Pittsburgh	8-31-09
22666	" 4050	"	8-21-09	Baltimore	9-10-09
22667	" 61	"	8-21-09	Pittsburgh	9- 1-09
22668	" 587	"	8-21-09	Baltimore	9- 4-09

40 at $30=$1,200.

List of Claims for Overcharge in Refrigeration on Precooled and Preiced Cars Forwarded with Instructions—"Plugs in, Vents Closed and Sealed to Destination. Do Not Vent Thru Side Doors. Do Not Reice in Transit." Filed Against the Southern Pacific Company.

S. A. Ex. No.	R. R. No.	Car No.	From—	Date of shipment.	Destination.	Amount.	
4564	02230- 9-12	PFE 5433	Pomona	5-26-09	Pittsburgh	$90.24	6- 6-09
4565	02230-10-12	" 5669	"	5-27-09	Oklahoma City	77.32	6- 3-09
4566	02230-11-12	" 4554	"	5-28-09	Hobart, Okla.	61.87	6- 5-09
4567	02230-12-12	" 630	"	6- 1-09	Brownwood	63.75	6- 8-09
4568	02230-13-12	" 1024	"	6- 1-09	Cleveland	77.01	6-10-09
4569	02230-14-12	" 3060	"	4-13-09	St. Louis	75.18	4-29-09
4580	02230-15-12	" 4158	"	5-28-08	Washington	87.48	6-10-08
4591	02230-16-12	" 3843	"	6-12-09	Philadelphia	108.14	6-26-09
4592	02230-17-12	" 4863	"	6-12-09	Cleveland	105.28	6-23-09
4593	02230-18-12	" 3472	"	6- 4-09	Boston	108.60	6-26-09
4594	02230-19-12	" 1810	"	6- 5-09	Boston	95.38	6-16-09
4595	02230-20-12	" 1132	"	6- 4-09	Buffalo	92.05	6-15-09
4596	02230-21-12	" 3705	"	5-29-09	St. Louis	79.45	6- 8-09
4597	02230-22-12	" 1079	"	6- 5-09	Baltimore	95.61	6-16-09
4599	02230-23-12	" 3637	"	6-10-09	New Orleans	93.24	6-18-09
82							
4600	02230-24-12	PFE 4652	Pomona	6- 5-09	Philadelphia	95.61	6-16-09
4601	02230-25-12	" 4787	"	6- 5-09	Pittsburgh	90.22	6-15-09
4614	02230-26-12	" 4398	"	6-17-09	Pittsburgh	105.29	6-30-09
4615	02230-27-12	" 5929	"	6-19-09	Pittsburgh	105.29	6-30-09

4616	02230-28-12	" 4755	"	6- 2-09	New Orleans	93.24	6-30-09
4617	02230-29-12	" 3239	"	6- 3-09	Little Rock	79.92	6-11-09
4618	02230-30-12	" 3307	"	6- 3-09	Philadelphia	92.35	6-15-09
4619	02230-31-12	" 1716	"	6-19-09	Philadelphia	108.15	7- 1-09
4629	02230-35-12	" 764	"	5-28-09	St. Louis	66.39	6- 7-09
4630	02230-32-12	" 2621	"	6-18-09	New York	93.15	6-30-09
4631	02230-33-12	" 1272	"	6- 2-09	Cleveland	92.98	6-12-09
4632	02230-34-12	" 6558	"	6-17-09	Philadelphia	105.21	7- 1-09
4646	02230-36-12	" 3680	"	7-16-09	Columbus	48.09	7-31-09
4647	02230-37-12	" 2514	"	6- 2-09	Amarillo	77.32	6-10-09
4648	02230-38-12	" 1634	"	6- 4-09	St. Louis	81.40	6-11-09
4659	02230-43-12	" 4089	"	5-13-08	Baltimore	95.47	5-26-08
4660	02230-44-13	" 101	"	6- 3-09	Seattle	79.70	6-11-09
4747	02230-51-12	" 3930	"	6- 2-09	Minneapolis	64.44	6-12-09
		33 cars				$2,884.82	

83 COMPLAINANTS' EXHIBIT 35.

..... 19..

To Agent.....

.....

We hereby tender you Car No..... Initial..... destined from ..... and consigned to California Fruit Growers Exchange at ..... to be shipped over your lines and connections, which car contains citrus fruits, and hereby request that said car shall move under the following specific instructions:

Precooled and preiced. Plugs in, vents closed and sealed to destination. Do not vent thru side doors. Do not reice in transit.

Allow inspection only on the written order of the California Fruit Growers Exchange.

We have precooled and preiced said car and its contents and expressly request that it be not iced in transit. We hereby agree to hold you harmless for any damage or injury which may result by reason of your complying with this request.

If you refuse to comply with this request, we hereby object and protest, and if you insist upon and demand payment for any refrigeration charge or for freight on ice, we hereby notify you that we shall and will and do pay the same under protest and will in due time institute appropriate proceedings to compel its repayment to us, with such interest, cost and damages that we may be entitled to in the premises.

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COMPLAINANT'S EXHIBIT 36.

Car Precooled and Preiced Forwarded with Instructions—"Plugs in, Vents Closed and Sealed to Destination. Do Not Vent Thru Side Doors. Do Not Reice in Transit." On Which Carriers Collected Refrigeration.

Ex. No.	R. R.	Car No.	From—	Date shipped.	Destination.	Amount.	Arrived.
LA 11527	S. L.	PFE 327	Pomona	4/13/09	Cincinnati	$89.96	4/22/09

List of Claims for Overcharge in Refrigeration on Precooled and Preiced Cars Forwarded with Instructions—"Plugs in, Vents Closed and Sealed to Destination. Do Not Vent Thru Side Doors. Do Not Reice in Transit." Filed Against S. P., L. A. & S. L. R. R. Co.

S. A. Ex. No.	R. R. No.	Car No.	From—	Date of shipment.	Destination.	Amount.	
3662	16342	PFE 1461	Pomona	5- 8-08	Philadelphia	$79.67	5-22-08
4571	24481	" 1216	"	6- 2-09	"	94.66	6-14-09
4570	24480	" 5096	"	6- 1-09	Duluth	74.75	6-10-09
4572	24482	" 4429	"	5-25-09	"	92.69	6- 5-09
4573	24483	" 4888	"	5-28-09	Pittsburgh	90.24	6-14-09
4574	24484	" 5223	"	5-27-09	Washington	92.20	6-18-09
4581	24485	" 4127	"	5-28-08	New York	87.46	6-13-09
4582	24486	" 5605	"	5-28-08	New York	87.48	6-10-08
4583	24487	" 3117	"	5-28-08	Boston	90.41	6-10-08
4584	24488	" 6156	"	5-13-08	St. Louis	72.90	5-23-08
4602	24489	" 4528	"	6-11-09	Philadelphia	105.17	6-20-09
4603	24490	" 197	"	4-13-09	Philadelphia	107.95	5- 1-09
4604	24491	" 1753	"	6-11-09	Pittsburgh	105.28	6-22-09
4605	24492	" 5365	"	6-10-09	Pittsburgh	105.28	6-20-09
4606	24493	" 5125	"	6-14-09	Philadelphia	105.22	6-26-09
4607	24494	" 4188	"	6- 7-09	Pittsburgh	90.24	6-18-09
4608	24495	" 6301	"	6-14-09	Pittsburgh	105.29	6-25-09
4609	24496	" 4541	"	6- 8-09	Cleveland	101.97	6-17-09
4610	24497	" 6338	"	6- 9-09	Boston	108.23	6-20-09
4611	24498	" 5629	"	6- 9-09	Philadelphia	105.22	6-21-09
4612	24499	" 5475	"	6- 8-09	Philadelphia	108.21	6-25-09

4613	24500	" 4717	"	6- 8-09	Pittsburgh	105.28	6-18-09
4620	24501	" 4261	"	6-19-09	New York	108.14	7- 1-09
4621	24502	" 3083	"	6- 3-09	Pittsburgh	90.24	6-15-09
4622	24503	" 1839	"	6- 4-09	Philadelphia	92.32	6-16-09
4623	24504	" 5925	"	6- 4-09	Sioux City	61.87	6-14-09
4624	24505	" 2791	"	6-15-09	Buffalo	109.21	6-26-09
4625	24506	" 2574	"	6-15-09	Pittsburgh	105.28	6-25-09
4633	24557	" 3240	"	6-19-09	Philadelphia	105.22	7- 1-09
4634	24558	" 2373	"	5-28-09	Pittsburgh	90.24	6- 7-09
4635	24559	" 5270	"	6- 4-09	Buffalo	74.76	6-15-09
4636	24560	" 3885	"	6-19-09	New York	108.14	7- 1-09
4637	24561	" 3564	"	6- 1-09	Salt Lake	66.55	6- 4-09
4638	24562	" 2585	"	5-26-09	Philadelphia	92.69	6- 7-09
4639	24563	" 3880	"	6- 3-09	Boston	94.91	6-16-09
4640	24564	" 3627	"	6-14-09	New York	108.14	6-27-09
4641	24565	" 4367	"	6-18-09	Philadelphia	105.22	6-30-09
4642	24566	" 2787	"	6- 1-09	New York	108.14	6-20-09
4649	24597	" 4953	"	6-12-09	Altoona	111.14	6-23-09
4650	24598	" 569	"	5-25-09	Springfield	92.10	6- 4-09
4653	24600	" 6546	"	6- 7-09	Philadelphia	108.26	6-19-09
4655	24601	" 6518	"	5-13-08	Washington	107.97	6- 3-09
4662	24655	" 1116	"	5-26-09	Memphis	82.50	6- 6-09
4669	24741	" 1843	"	6- 1-09	Chicago	81.93	6-12-09
4673	24783	" 5177	"	6-14-09	Chicago	90.18	6-24-09
4675	24785	" 4669	"	5-28-08	Minneapolis	66.39	6- 6-09
4751	25107	" 2890	"	6- 3-09	New York	89.79	6-14-09
4799	.....	" 401	"	6- 2-09	Charleston, W. Va.	99.53	6-14-09
		48 cars				$4,566.66	

86 .....19..

To Agent.....

.....

We hereby tender you Car No..... Initial ..... destined from .....and consigned to California Fruit Growers Exchange at ..... to be shipped over your lines and connections, which car contains citrus fruits, and hereby request that said car shall move under the following specific instructions:

Precooled and preiced. Plugs in, vents closed and sealed to destination. Do not vent thru side doors. Do not reice in transit.

Allow inspection only on the within order of the California Fruit Growers Exchange.

We have precooled and preiced said car and its contents and expressly request that it be not iced in transit. We hereby agree to hold you harmless for any damage or injury which may result by reason of your complying with this request.

If you refuse to comply with this request, we hereby object and protest, and if you insist upon and demand payment for any refrigeration charge or for freight on ice, we hereby notify you that we shall and will and do pay the same under protest and will in due time institute appropriate proceedings to compel its repayment to us, with such interest, cost and damages that we may be entitled to in the premises.

——— ———.

87 COMPLAINANTS' EXHIBIT 37.

Pleas in the Circuit Court of the United States for the District of Colorado, Sitting at Denver.

In the Circuit Court of the United States Sitting within and for the District of Colorado.

In Equity.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Corporation, Complainant,

vs.

JOHN R. SULLIVAN, as Treasurer of the County of Bent, in the State of Colorado, and John H. Gruber, as Sheriff of the County of Bent, in the State of Colorado, Defendants.

Bill of Complaint.

(Excerpt.)

To the Honorable Judges of the Circuit Court of the United States sitting within and for the District of Colorado:

Your orator, The Atchison, Topeka and Santa Fe Railway Company, a corporation duly organized and existing under and by virtue of the laws of the state of Kansas, and a citizen of said state

of Kansas, brings this its bill of complaint against the defendants, John R. Sullivan, as Treasurer of the county of Bent, in the state of Colorado, and John H. Gruber, as Sheriff of the said county of Bent, in the state of Colorado, both citizens of the state of Colorado;
88 and thereupon your orator respectfully represents and shows unto your Honors:

* * * * * * *

And your orator further shows that the actual cash value of its railroads and railroad property in the state of Colorado (Including said county of Bent) at the time of said assessment thereof by said State Board did not, and does not now exceed twenty-five thousand dollars ($25,000) per mile, and that had its property in said county of Bent been assessed by said State Board of Equalization at the rate at which other property in said county was assessed by the County Assessor of said county as aforesaid, the assessed valuation of its said thirty-six and 92/100 (36.92) miles of railroad in said county would not have exceded six thousand two hundred and fifty dollars ($6,250) per mile.

* * * * * * *

And your orator further shows that the actual cash value of its railroad and railroad property, throughout the state of Colorado (including the said county of Bent), does not, and did not at the time of the assessment thereof for the year 1905, exceed twenty-five thousand dollars ($25,000) per mile; that the Assessor for the County of Bent assessed all property in said county for said year 1905 save and except that assessed by the said State Board of Equalization, and except such property as he had wrongfully omitted from his assessment as aforesaid, at not to exceed twenty-five (25) per cent of its actual cash value. * * *

* * * * * * *

STATE AND DISTRICT OF COLORADO,
City and County of Denver, ss:

William R. Freeman, of lawful age, being first duly sworn upon his oath doth depose and say:

That he is Assistant Tax Commissioner of the complainant
89 above named, The Atchison, Topeka and Santa Fe Railway Company, and makes this affidavit in its behalf; that affiant has read the above and foregoing bill of complaint, and knows the contents thereof, and that the same is true to the best of the knowledge, information and belief of affiant.

WILLIAM R. FREEMAN.

Subscribed and sworn to before me this 4th day of February, 1907. My commission expires Nov. 9, 1907.

[NOTARIAL SEAL.] PERCY ROBINSON,
Notary Public.

(Endorsed:) No. 4973. In the United States Circuit Court within and for the district of Colorado. The A., T. & S. F. Ry. Co., Complainant vs. John R. Sullivan, et al., Defendants. Bill of complaint. Filed Feb. 4, 1907. Charles W. Bishop, Clerk. Rogers, Cuthbert & Ellis, Boston Building, Denver, Colorado, Sol'rs for complainant.

90 COMPLAINANTS' EXHIBIT No. 38.

California Fruit Growers Exchange Contract.

This Agreement, made this — day of ——, 1910, by and between the California Fruit Growers Exchange, a corporation organized under the laws of California, party of the first part, and sundry parties consisting of corporations, partnerships and individuals affiliated with the party of the first part, and who execute this agreement, parties of the second part:

Witnesseth: That Whereas, it has been deemed necessary by the parties of the second part to associate themselves together, and cooperate in the matter of developing the citrus industry and marketing its products for the following named:

Principal Purposes and Objects.

To lessen the cost of marketing by creating Agencies who will act for each member.

To insure the collection of sales.

To facilitate the collection of damage claims.

To encourage the improvement of the product and the package.

To increase the consumption of citrus fruit by developing new markets and to aid in supplying all the people with good fruit at a reasonable price.

91 To secure a fair and just government of all bodies affiliated with these parties, democratic in principle and through which at all times all policies shall be controlled by the majority will of the shippers connected therewith in just proportion to shipments made. That the business engaged in, being interstate in character, to secure at all times full compliance with the laws of the United States concerning Interstate Commerce, and to that end prevent any organization connected therewith from having any power or authority in contravention of the laws of the United States concerning such business. The general plan being to unite in securing those results which are beneficial to all alike, but at the same time preserving to each shipper complete independence of action as to all of his shipments. Thereupon the following stipulations are agreed to in lieu of all previous agreements.

First. The party of the first part shall be considered the general agent of all the parties of the second part in all matters concerning the marketing of citrus fruit, and such other matters as are incident thereto within the limitations hereinafter provided, with power to provide a suitable place for doing business.

To elect or appoint a suitable official force to supervise
92 the business, at such salaries as may from time to time be considered proper by the directors of the party of the first part.

To employ a force of sales agents stationed at various points throughout the United States, Canada, and such other countries as may be decided upon as will be sufficient to dispose of the products of the second parties in all available territory.

To organize and maintain a claim department for the handling of all claims.

To maintain a legal department to take care of the necessary litigation, and furnish advice to the various organizations connected herewith.

To maintain an advertising bureau for the purpose of stimulating consumption and demand.

To create any other department, or incur any other expense which may be deemed necessary by the Board of Directors of the party of the first part to protect all those interests of the parties of the second part of a general nature, and which will affect all alike, within the scope of the duties of the first party as herein provided.

93 Co-operation.

It is agreed that all of the information obtained by the party of the first part; all of the facilities established by it; all of the books or records maintained by it; all of the Agencies, both general or local, shall always be at all times available to the second parties, or their accredited representatives.

The second parties will at all times co-operate for whatever object may, within the law, be deemed to be for the general good. They will each and all abide by and be bound by all the contracts, agreements and sales made by the party of the first part for any member of such organization, and will promptly ratify any action taken by the party of the first part, or any of its authorized agencies in behalf of any or all of the parties of the second part within the scope of the authority of such agencies.

Life of Agreement.

This agreement shall continue in force and effect until the first day of September, 1920, and during that period the parties of the second part and all associations, corporations, partnerships or individuals connected with such second parties, or shipping through such second parties, or any of them, will ship all their citrus
94 fruits through the parties of the first part and the marketing agencies by it established, and for such period of time will consign all shipments to the party of the first part at some point where the said party of the first part has representation, through and by the local exchange with which each association is affiliated. Provided, however, that any party to this agreement may withdraw therefrom on the first day of September of any year, and be no longer bound by the stipulations herein agreed upon, by filing a written notice of withdrawal with the party of the first part, ten

days or more before any such date, and said second party agrees that if it shall at any time during the life of this agreement fail to ship all its citrus fruts as hereinbefore agreed upon, or shall dispose of all or any of it elsewhere, or otherwise than as herein agreed upon, that it will forfeit and pay as liquidated damages to the party of the first part, an amount equal to twenty-five cents a box on all such citrus fruits which are, or may be shipped or sold otherwise than as stipulated in this contract, providing the first party was ready and willing to receive and handle such fruit.

95 Reserved Rights of Shippers.

It is understood, however, that each shipper reserves to itself, the right to regulate and control its own shipments, to use its own judgment, and decide for itself when and in what amounts it shall ship; to what markets it shall ship; where its products shall be sold, and except at auction points, the price it is willing to receive. Fully reserving the right of free competition with all other shippers including other members of this organization unhampered and uncontrolled by any one.

Expenses.

First. All fruit, however sold, shall be assessed alike per box in proportion to the Carriers' estimated weight to pay salaries and expenses of the General Manager, General Eastern Agent, and their assistants and all employés, rents and expenses of the Los Angeles Office of the party of the first part, including all telegrams and general items of expense, such as printing, supplies, inspection of fruit, etc.; also to pay the expense of establishing a Claim Department for the purpose of making and collecting claims against Railroad Companies and other corporations and individuals, including the salary of a Claim Agent and all necessary assistants and clerks and
96 all other necessary expense; also to pay all necessary legal expenses, including salaries of one or more attorneys for necessary legal advice and all legal expenses necessary to prosecute claims and suits in courts, both Federal and State, and before the Interstate Commerce Commission; also to pay all expenses of proper and judicious advertising for the purpose of extending and increasing the sale of the citrus fruit of the parties of the second part; also to pay all proper expenses of extending the sale of said fruit in foreign countries, and all other necessary and proper expense that may be incurred in protecting and furthering the interests of the said parties of the second part, excepting that any fruit sold by the local Exchange at their expense and risk, either at auction or at private sale, at such points as the Board of Directors may from time to time determine shall be excluded from these charges and assessed an arbitrary charge to be fixed by the Board of Directors of the party of the first part.

Second. All fruit sold, at auction or on commission, except as hereinbefore provided, shall, in addition to expense named in first paragraph, be assessed alike per box in proportion to Carriers' estimated weight, to pay the salaries and expenses of Agents,
97 Inspectors, and other expenses as may accrue in auction agencies.

All auction and commission charges shall be borne by the respective shipments and deducted from the proceeds of sale of each car or shipment.

Third. All fruit sold otherwise than herein provided shall, in addition to expense named in first paragraph, be assessed alike per box in proportion to Carriers' estimated weight, to pay all expenses connected with the marketing of the same not provided for in subdivision No. 1 of this article, including all salaries, brokerages, office and incidental expenses of the various agents (not including auction agency expenses).

Assessments.

The said party of the first part shall make a statement within thirty days after the first day of September of each year, and a readjustment of such statement once a month, covering all shipments for that season, made up to the time of the statement or readjustment, and levy an assessment on the parties of the second part according to the number of boxes shipped. Such assessment shall be due within three days from date on which it is made.
98 In the event of failure to pay any such assessment within ten days from its date the party of the first part may refuse to handle any fruit for the delinquent party until all assessments past due have been paid.

Bonds of Agents.

Agents shall be selected and employed by the party of the first part, on salaries or brokerage, and each shall be required to furnish a satisfactory bond in some responsible guarantee company for the faithful performance of his duties.

Information as to Prices.

The party of the first part shall require its agents to keep it fully informed as to the condition of the market, the arrival and condition of the fruit, the wholesale and retail prices of fruit in their respective districts, and furnish such other information as may be required of them, and such information shall be immediately transmitted by said party of the first part to all the parties of the second part.

Quotations by Second Parties.

No schedule of prices or quotation shall be issued or be distributed by any of the parties of the second part, except through the party of the first part.

99 No Special Agents.

None of the parties of the second part shall employ any traveling man, agent or solicitor for the sale of its fruit.

Copies to Second Party.

Copies of all correspondence or other matters in any manner affecting the interests of the parties of the second part shall be promptly forwarded by the respective agents to the parties of the second part whose interests are involved.

Money Direct to Second Parties.

The party of the first part shall cause the fruit furnished by said several parties of the second part to be sold for the account of the party of the second part furnishing the fruit, and full report and account sales shall be promptly rendered therefor, and payment of money made direct to the party of the second part shipping such fruit, and a copy of the account sales shall be rendered to the party of the first part. Said party of the second part shall be required to report promptly to the said party of the first part the non-payment of any drafts and acceptances received by them in settlement for fruit.

100 Estimates.

Each of the parties of the second part shall furnish to the Secretary of the party of the first part an estimate of the number of cars of each variety of fruit controlled by said second party as often as called for by the Board of Directors of said first party.

Carloads.

That whenever in this contract the word "car" occurs, as relating to a carload of fruit, it shall be considered as containing the minimum fixed by the Carriers.

Responsibility of First Party.

The party of the first part agrees to use its best efforts to sell, market, and dispose of the fruit belonging to said parties of the second part as aforesaid, but it is expressly agreed between the parties hereto that the said party of the first part in the sale and disposal of said fruit acts only as an Agent of the said parties of the second part and shall not be held liable for any loss that may result in disposing of such fruit, except as herein provided.

Losses.

The only losses assumed by the party of the first part are those arising from financial failures or default of purchasers after
101 having positively accepted the fruit, and which default is not due to complaint of the buyer of the quality, condition or grade of the shipment, and these losses shall be assessed to the parties of the second part on a percentage based upon the gross f. o. b. returns for the year.

Citrus fruit, dried fruits, green deciduous fruit, and nuts shall, each, respectively, pro-rate its own loss.

Claims.

The party of the first part shall maintain a claim department for the collection of all claims against railroads and transportation companies, and at the request of any of the parties of the second part, the party of the first part shall to the best of its ability collect and prosecute on behalf of the party in interest any claim for overcharge or loss and damage not herein provided for, and also, upon the approval of its Board of Directors, bring suit and prosecute the same in the courts, all at the expense of the party of the first part.

Interests of Parties.

All matters of business involving the interests of the parties hereto not herein specified, shall be determined by the said party
102 of the first part, or by a meeting of representatives from said parties of the second part, as hereinafter provided.

Board of Representatives.

To aid in carrying out the provisions of this agreement a Board of Representatives is hereby created, to which each of the Exchanges parties of the second part shall be entitled to appoint one representative, to hold at the pleasure of the appointing party, such party having the right to remove or change its representative at any time; provided, that all appointments, removals and changes shall, by the party making the same, be certified in writing to the party of the first part, and shall take effect when so certified. The representatives so appointed shall constitute such board, and its due organization and powers shall not be affected by the failure of any party to make or certify its appointment of a representative. The President of the California Fruit Growers Exchange shall be ex-officio chairman of said Board, but in case of his absence or failure to perform his duties as such chairman, the Board shall elect a chairman for the time being. The Board shall elect its own Secretary who shall keep a record of its proceedings.

103 Meetings of said Board of Representatives shall be immediately called by the acting Secretary of the Board of Directors of the California Fruit Growers Exchange at the request of any two members of said Board. Said meetings shall be held in the office of the party of the first part at eleven o'clock A. M., on the next regular meeting day of the Board of Directors of the party of the first part. Notice of said meetings to be given to all the representatives of the parties of the second part by notice through the United States Post Office mailed on the day of calling such meeting. Representatives of a majority of the total shipments of the previous season at any meeting called as herein provided, shall constitute a quorum.

Said Board shall have the supervision of all matters pertaining to carrying out the provisions of this agreement, as advisory to the Board of Directors of the party of the first part; and upon request of any two members of said Board of Directors, any question as to

carrying out any of the provisions of this agreement shall, by said Board of Directors be referred to said Board of Representatives.

At any meeting of said Board of Representatives, upon demand of any representative, the vote on any question under consideration shall be taken upon a percentage basis, in which case each representative shall have the same percentage of the total vote as the party appointing him shipped of the total of all fruit shipped by the parties of the second part hereto for the year ending August 31st last prior to said meeting.

104

When any vote on any question pertaining to the carrying out of any provision of this agreement shall have been taken by said Board of Representatives, the fact of such vote and the result shall be certified to the Board of Directors of the party of the first part and the California Fruit Growers Exchange shall take notice of the result of such action as instructions from the second parties to the contract and carry on the business as directed by such vote of the representativer of said second parties.

Associations and Growers Contracts.

Every Exchange becoming a party to this agreement shall furnish to the party of the first part a copy of the contracts between associations and growers or the local exchange and the growers or associations, each of which contracts shall in terms ratify this agreement.

In Witness Whereof, The said corporations have each hereuntо caused its corporate name and seal to be affixed by its President and Secretary thereunto duly authorized by resolution of its Board of Directors duly passed and adopted.

105

CALIFORNIA FRUIT GROWERS EXCHANGE,

[SEAL.] By —— ——, *President.*
By —— ——, *Secretary.*

AZUSA-COVINA-GLENDORA FRUIT EXCHANGE,

[SEAL.] By —— ——, *President.*
By —— ——, *Secretary.*

ARLINGTON HEIGHTS FRUIT EXCHANGE,

[SEAL.] By —— ——, *President.*
By —— ——, *Secretary.*

ASSOCIATED FRUIT EXCHANGE,

[SEAL.] By —— ——, *President.*
By —— ——, *Secretary.*

COVINA FRUIT EXCHANGE,

[SEAL.] By —— ——, *President.*
By —— ——, *Secretary.*

DUARTE-MONROVIA FRUIT EXCHANGE,

[SEAL.] By —— ——, *President.*
By —— ——, *Secretary.*

106 ONTARIO-CUCAMONGA FRUIT EXCHANGE,
[SEAL.] By —— ——, *President.*
By —— ——, *Secretary.*
QUEEN COLONY FRUIT EXCHANGE,
[SEAL.] By —— ——, *President.*
By —— ——, *Secretary.*
REDLANDS-HIGHLANDS FRUIT EXCHANGE,
[SEAL.] By —— ——, *President.*
By —— ——, *Secretary.*
RIVERSIDE FRUIT EXCHANGE,
[SEAL.] By —— ——, *President.*
By —— ——, *Secretary.*
SAN ANTONIO FRUIT EXCHANGE,
[SEAL.] By —— ——, *President.*
By —— ——, *Secretary.*
SAN BERNARDINO COUNTY FRUIT EXCHANGE,
[SEAL.] By —— ——, *President.*
By —— ——, *Secretary.*
SEMI-TROPIC FRUIT EXCHANGE,
[SEAL.] By —— ——, *President.*
By —— ——, *Secretary.*
107 SUN-SET FRUIT EXCHANGE,
[SEAL.] By —— ——, *President.*
By —— ——, *Secretary.*
TULARE COUNTY CITRUS FRUIT EXCHANGE,
[SEAL.] By —— ——, *President.*
By —— ——, *Secretary.*
VENTURA COUNTY FRUIT EXCHANGE,
[SEAL.] By —— ——, *President.*
By —— ——, *Secretary.*

108 COMPLAINANTS' EXHIBITS 39 & 40.

Cars Shipped by the East Highlands Fruit Ass'n During the Season 1907-1908, which Cars were Precooled and Preiced and on which the Railroads Collected Refrigeration Charges.

L. A. No.	Car No.	Date sh'p'd.	Destination.	
9561	3459	March 30,	New York	$103.88
10230	3142	April 6,	Auburn, N. Y.....	87.48
12007	3324	April 28,	Boston	90.41
13769	4736	May 20,	Chicago	72.90
14177	4233	May 26,	Chicago	72.90
				$427.57

Cars Precooled and Preiced by Gold Buckle Ass'n Previous to July 5th, 1909, and Amounts Collected by Railroads for Refrigeration on Same.

L.A.No.	Car No.	Date sh'p'd.	Destination.		
15913	3615	May	17, Cleveland	$72.50	
16136	5734	"	19, St. Louis	74.58	
16137	4425	"	19, Boston	90.41	
16897	1591	"	27, New York	86.11	
16898	3452	"	27, St. Louis	75.16	
17111	4511	"	29, St. Paul	73.16	
17191	5585	"	31, Winnipeg	84.58	
17192	6687	"	31, Winnipeg	95.00	
17241	4489	June	1, Cleveland	72.50	
17317	3106	"	2, St. Louis	72.91	
17427	3166	"	3, Boston	90.80	
17428	5726	"	3, St. Paul.....	72.90	
17621	3827	"	4, Boston	90.41	
18009	4637	"	9, Cleveland	83.97	
18133	5677	"	10, St. Paul.....	72.91	
18134	2316	"	10, Boston	90.41	
18276	6635	"	11, Kansas City	84.50	
18417	4829	"	12, Minneapolis	84.58	
18557	5400	"	14, Philadelphia	87.49	
18677	5633	"	15, Boston	90.42	
18828	6048	"	16, Aberdeen	72.90	
18829	3712	"	16, Cleveland	84.34	
18967	1466	"	17, Boston	90.41	
18968	5915	"	17, New York	87.50	
19072	4976	"	18, Boston	90.41	
19073	4836	"	18, New York	93.75	
19074	5316	"	18, Cleveland	84.58	
19075	4087	"	18, Boston	90.41	
19212	6461	"	19, New York	84.76	
19213	4104	"	19, Cleveland	85.46	
19214	3896	"	19, Boston	87.59	
19215	1795	"	19, Boston	91.36	
19611	6098	"	23, Cleveland	80.42	
19612	5696	"	23, Boston	77.50	
19766	5758	"	25, Boston (extra ice Bost. $3).....	77.50	
19927	5025	"	28, Pittsburg	72.50	
20124	5358	"	30, Cleveland	72.50	
					$3069.19

Cars Precooled & Preiced by Gold Buckle Ass'n After July 5th, 1909, and Amounts Collected by Railroads & Refrigeration on Same.

L.A.No.	Car No.	Date sh'p'd.	Destination.		
21693	1138	July 28, '09,	Cleveland.....	$30.00	
					30.00
			Total.....		$3526.78

109 COMPLAINANTS' EXHIBIT 41.

Office of California Fruit Growers Exchange, Los Angeles, Cal.

Memorandum of what transpired at a meeting of representatives of the initial lines with citrus fruit shippers of California, said meeting being held in the Directors' Room of the Exchange, 832 H. W. Hellman Building, on Saturday, February 13, 1909.

The meeting was called by Mr. A. G. Kendall, of the Citrus Protective League at the request of Messrs. Barnwell and Graham, representing the Santa Fe and Southern Pacific Railroads respectively.

Mr. F. Q. Story, as chairman of the Citrus Protective League, acted as chairman of the meeting.

There were present Messrs. Ripley, Barnwell, McGinnis and Dunn representing the Santa Fe; Messrs. McCormick, Graham, Sechrist and Mortisen, representing the Southern Pacific, and Mr. Wann, representing the Salt Lake.

Mr. A. G. Kendall represented the Citrus Protective League.

On the part of the Exchange, there were present all of its board of directors, with the exception of Sprott, and Messrs. Woodford, Dezell, Edwards, Davis, and two or three others, making about 20 all told.

On the part of non-Exchange shippers, there were present Messrs. Lyon, Garstin, Gregory, Lefferts, Ruggles, Chase, Green, Speich, Phillips, Wintrode, Randolph, Wilson, Pinkham, Chapman, and various others, amounting to about thirty.

Mr. Story as chairman, stated that the meeting had been called by the Protective League at the request of the representatives of the initial lines to consider the subject of refrigeration of citrus fruits and introduced President Ripley. Mr. Ripley stated briefly that the roads were prepared to install precooling plants of their own but that some of the shippers appeared to think that fruit could be cooled more successfully at the point of packing than at one or two assembling points as planned by the railroads and that it had been deemed wise to get the shippers together in a meeting and have a free discussion of the subject.

The chairman asked Mr. McCormick if he had anything to say on the subject, the latter declining at that time, inasmuch as President Ripley had so well stated the case.

The chairman called upon Mr. Call, representing the Citrus Protective League, to make a statement in behalf of that organization. Mr. Call went over conditions fully as they exist with reference to refrigeration of our fruits in an address of some twenty minutes, concluding by requesting

1. That the initial lines continue with the installation of their own precooling plants.

2. That where the shipper precools his own fruit and furnishes his own initial icing with instructions not to reice such shipments in transit, no charge either for refrigeration or freight on ice be

made, the carrier being absolved from all liability as to refrigeration.

3. That in view of the fact that by precooling oranges the minimum weight could be increased at least 64 boxes to the car, or approximately 15 per cent, thus increasing the freight revenue of the railroads the saving in ice and benefits to the carriers thru precooling should be partially given to the growers in a reduced refrigeration charge to $50. per car flat rate to all markets applicable to all shippers and covering precooling initial and transit icing.

At the conclusion of Mr. Call's statement the chairman asked Mr. Lyon to likewise make a statement on behalf of the League. Mr. Lyon's talk was along the same lines as that of Mr. Call, with special emphesis being put on the necessity of the initial lines proceeding at once with the erection of their precooling plants.

The chairman asked if any other person wished to make a statement on this subject and Mr. Speich made a few remarks upon the necessity of the immediate erection of precooling plants by the carriers, from the standpoint of independent shippers.

Mr. McCormick made some statements with reference to freight on ice being considered in the making of a rate. In other words that the freight rate itself, the refrigeration charge and all items of expense charged by the carriers against a shipment, were considered as a whole and not separately and that all rates were based on the cubic contents of the car space required and the value of the article transported. Mr. McCormick also asked some questions of Messrs. Edwards and Dreher with reference to their precooling plants at East Highlands and Pomona respectively, bringing out the point that on the East Highlands shipments many cars precooled and preiced arrived at destination with bunkers from 1/3 to 2/3 or even 3/4 full of ice. This without any icing in transit. Mr. Dreher stated that with reference to this whole matter of precooling and preicing shipments, the shipper in asking for no charge either for freight on ice or refrigeration where the carrier furnished nothing and cars were not reiced in transit, the extra 64 boxes loaded in such cars gave the carrier a freight rate per gross ton equivalent to the freight rate per gross ton on a ventilated shipment. This notwithstanding the fact that seven thousand pounds of ice is carried on the average in such precooled and preiced shipments.

Mr. Phillips of the Citrus Union made a statement on behalf of his company emphasizing their wish that the initial lines should immediately proceed with the erection of their precooling plants and his remarks, being quite extended on that subject, the chairman called his attention to the fact that the meeting was unanimous in this respect.

In fact, the entire meeting appeared to be unanimous in so far as growers and shippers were concerned on all the requests made of the transportation companies, as stated by Mr. Call and Mr. Lyon, no objection being made on the part of any shipper or grower present to any one of the three separate requests.

Mr. Ripley announced that he would be in California for some

time and that a decision would be given in these matters in the near future.

After a session of some two hours, the meeting, which had been harmonious in every respect, was adjourned.

S. J. BEALS.
W. G. FRASER.
W. H. JAMESON.
D. C. KING.
JOHN SCOTT.
W. P. RUSSELL.
E. F. VAN LUVEN.
P. J. DREHER.
D. E. HUFF.
J. L. PAUL.
F. Q. STORY.
JOSEPHUS HUSDON.
A. G. SIMONDS.

[Complainants' Exhibit 42 omitted, as per stipulation.]

111 (COMPLAINANTS' EXHIBIT No. 43.)

Year.	Average price per pound paid growers by San Dimas Lemon Association, Lemon Growers Exchange and Corona Citrus Ass'n.	Average percentage of loss—San Dimas Lem. Ass'n & Corona Cit. Ass'n.
1893–4	$.014	
1894–5	.0229	
1895–6	.0064	10. %
1896–7	.0092	10.
1897–8	.0119	9.3
1898–9	.0137	8.5
1899–00	.0208	10.5
1900–01	.0082	13.98
1901–02	.0114	10.8
1902–03	.0139	9.19
1903–04	.0072	13.02
1904–05	.0162	17.31
1905–06	.024	8.8
1906–07	.0292	11.85
1907–08	.0149	11.2
1908–09	.0161	21.69
Average, 16 years	$.015	11.86%—14 years

112 COMPLAINANTS' EXHIBIT 44.

Extract from Santa Fe Company's Answer.

That no other traffic than citrus fruit requires such an unfailing current supply of equipment to meet the needs of movement, and no other perishable freight in the United States, except probably the deciduous fruit out of California, undergoes so long a haul and therefore requires the assembling of equipment for its needs so far in advance; that no other kind of traffic entails upon the carriers the great expense of diverting the cars in transit from the original destination to other destinations; that no other kind of traffic in the United States involves the expenditure of money which is entailed upon the carriers of citrus fruit for supervision and inspection along the route; that no other kind of freight traffic except perishable makes necessary such expensive equipment as is used in the citrus fruit business, the annual cost of the maintenance of which is very high; and that no other kind of freight traffic carries along with it so large a percentage of dead weight in proportion to paying cargo, the refrigerator car being about five tons heavier than the ordinary box car, and carrying on an average from point of *margin* to point of destination about three tons of ice when under refrigeration.

113 (COMPLAINANTS' EXHIBIT No. 45.)

Statement Showing Citrus Movement for Calendar Years Shown Below.

Year.		Tons.	No. cars.	No. cars under ice.	Proportion under ice, %	S. P. revenue, including revenue on Sonora Ry. citrus fruit, also Interline Way.
1900..	Oranges & Lemons..	135,607	9,862	2,566	26.02	
1901..	" " " ..	165,405	12,029	4,939	41.06	
1902..	" " " ..	130,650	9,502	3,056	32.16	
1903..	" " " ..	162,310	11,804	5,669	48.03	$1,590,598.00
1904..	Oranges	197,807	15,414	6,444	41.81	2,113,602.00
" ..	Lemons	14,139				
1905..	Oranges	194,589	.....	.....	.....	2,190,955.00
" ..	Lemons	27,703				
1906..	Oranges & Lemons..	173,974	.....	.....	.....	1,771,525.00
1907..	" " " ..	212,252	.....	.....	.....	2,189,503.00
1908..	Oranges	185,991	.....	.....	.....	1,977,041.00
" ..	Lemons	31,117				
1909..	Oranges	227,810	.....	.....	.....	2,445,822.00
" ..	Lemons	31,906				

114 (COMPLAINANTS' EXHIBIT No. 46.)

Loaded and Empty Mileage of P. F. E. Cars.

1908 (Apr. to Dec.).

Loaded.	Empty.	Total.	% empty.
18,088,216	9,571,971	27,660,187	34.6
	1909.		
26,736,790	14,887,108	41,623,898	35.8

115 COMPLAINANTS' EXHIBIT 47.

An Analysis of the Traffic of One of the Prominent Railroad Systems Moving a Large and Diversified Traffic for the Year Ending June 30, 1907.

Earnings in Mills Per Ton Per Mile.

	Commodities.	Derived from commodity alone, not including weight of car or empty cars hauled. (1)	Derived from weight of commodity plus weight of car, but not including empty cars hauled. (2)	Derived from weight of commodity plus weight of car and plus weight of empty cars hauled. (3)
Products of Agriculture:				
1	Wheat	9.85	6.43	5.94
2	Corn	10.30	6.47	5.95
3	Oats	9.21	5.24	4.76
4	Barley	18.88	10.53	9.56
5	Rye	10.03	6.34	5.84
6	Rice and Rice Products	6.80	3.77	3.42
7	Flour	8.73	4.44	3.99
8	Other Mill Products	8.51	4.42	3.98
9	Hay, Straw and Alfalfa	13.78	5.46	4.79
10	Broom Corn	20.39	7.40	6.45
11	Cotton	19.33	8.43	7.46
12	Cotton Seed & Products except Oil	12.59	7.16	6.51
13	Flax Seed & Products except Oil	13.73	7.56	6.84
14	Potatoes	10.22	4.95	4.42
15	Dried Beans & Peas	6.41	3.52	3.19
16	Deciduous Fruits—Transcontinental	9.32	3.81	3.52
17	Citrus Fruits—Transcontinental	9.36	3.84	3.55
18	Dried Fruits—Transcontinental	7.31	4.18	3.80
19	Sugar Beets & Sugar Cane	18.43	12.00	10.22
20	Fresh Vegetables—Transcontinental	8.00	2.85	2.62
21	Other vegetables	10.13	4.62	4.10
22	Other fruits	16.14	7.25	6.57
23	Canned Fruits & Vegetables	9.81	5.24	4.73
24	Nuts	11.33	5.08	4.50
25	Other Agricultural Products	9.90	5.55	5.04

Earnings in Mills Per Ton Per Mile.

	Commodities.	Derived from commodity alone, not including weight of car or empty cars hauled. (1)	Derived from weight of commodity plus weight of car, but not including empty cars hauled. (2)	Derived from weight of commodity plus weight of car and plus weight of empty cars hauled. (3)
116	**Products of Animals:**			
26	Horses and Mules	16.94	6.43	4.33
27	Cattle and Calves	12.61	4.93	4.33
28	Sheep and Goats	11.49	3.11	2.82
29	Hogs	20.40	6.96	4.60
30	Dressed Meats	11.41	4.54	2.83
31	Canned Meats and Fish	6.05	3.34	3.03
32	Other Packing House Products	12.45	5.74	5.11
33	Poultry, Game & Fish (Fresh)	11.74	4.82	4.45
34	Dairy Products and Eggs	16.45	6.04	5.55
35	Wool	17.33	6.45	5.64
36	Hides	10.15	5.18	4.65
37	Fertilizer	10.74	5.78	5.23
38	Other Animal Products	8.87	4.52	4.05
	Products of Mines:			
39	Anthracite Coal	5.88	3.87	3.20
40	Bituminous Coal	6.66	4.50	3.74
41	Coke	6.61	4.26	3.50
42	Zinc Ore	3.90	2.68	2.25
43	Copper Wire	12.47	8.48	7.09
44	Iron Ore	3.11	2.05	1.69
45	Other Ores	8.16	5.57	4.66
46	Borax	4.13	2.70	2.50
47	Bullion	7.72	4.99	4.61
48	Asphaltum	4.55	2.85	2.62
49	Stone	8.56	5.92	4.98
50	Stone, Clay, Etc	10.58	7.14	5.95
51	Salt	8.59	4.96	4.51
52	Crude Oil	11.70	7.16	5.70
53	Other Mineral Products	9.43	5.75	5.27
	Products of Forests:			
54	Lumber, Timber and Box Shooks	6.55	3.79	3.45
55	Staves and Heading	5.26	3.17	2.91
56	Logs	3.35	2.18	1.62

Earnings in Mills Per Ton Per Mile.

	Commodities.	Derived from commodity alone, not including weight of car or empty cars hauled. (1)	Derived from weight of commodity plus weight of car, but not including empty cars hauled. (2)	Derived from weight of commodity plus weight of car and plus weight of empty cars hauled. (3)
117				
57	Ties	5.47	3.43	3.15
58	Cord Wood	10.77	6.47	5.96
59	Poles, Posts & Mine Props	10.58	6.75	5.68
60	Other Forest Products	7.70	4.19	3.79
Manufactures and Miscellaneous:				
61	Refined and Manufacturing Oils	11.36	6.74	5.43
62	Sugar	8.65	4.81	4.37
63	Glucose Syrup and Molasses	8.47	4.63	4.19
64	Pig and Scrap Iron	6.86	4.13	3.78
65	Iron Rails and Trimmings	4.67	3.24	2.72
66	Iron Pipe	7.09	4.28	3.47
Commodities:				
67	Structural & Bridge Iron	6.81	4.44	3.77
68	Bar and Sheet Metal	6.71	4.10	3.76
69	Stoves and other Heating app.	11.29	5.40	4.91
70	Wire and nails	8.38	4.50	4.07
71	Brick	7.62	4.95	4.57
72	Sewer pipe and Drain tile	9.29	4.74	4.25
73	Cement, Plaster and Lime	5.82	3.44	3.15
74	Agricultural Implements	14.91	6.98	6.21
75	Machinery and Castings	12.58	6.38	5.73
76	Vehicles	14.98	6.13	5.39
77	Household Goods and Emg. Mov.	14.56	5.67	4.97
78	Furniture	13.15	5.01	4.37
79	Pianos and Organs	16.31	4.36	3.73
80	Wine and Brandy	6.09	3.14	2.83
81	Beer and other Liquors	11.77	5.24	4.64
82	Paper Pulp, etc	7.98	4.22	3.81
83	Empty Kegs and Barrels	7.01	2.46	2.14
84	Empty cars—on own wheels	2.96	2.96	2.96
85	Ice	14.77	7.71	6.94
86	Water	7.94	4.74	3.42
87	Other Manufactures and Miscel.	8.80	4.55	4.09

[Complainants' Exhibit No. 48 omitted as per stipulation.]

118 COMPLAINANTS' EXHIBIT 49.

The Santa Fe Refrigerator Despatch Co.

Comparative Statement of Revenue, Expenses, and Net Revenue for June, 1909, and 12 Months of Fiscal Years 1909 and 1908.

Sources.	Month.		12 Mos. of fiscal year.	
	June, 1909.	June, 1908.	June, 1909.	June, 1908.
Mileage Revenue.....	$125,228 15	$20,190 55	$980,836 12	$270,733 16
Refrigeration Revenue.	102,717 08	99,473 35	605,646 62	651,702 70
Miscellaneous Revenue:				
Icing Revenue (Other than stated Refrigeration).....	2,078 80	3,450 68	27,954 05	30,312 62
Warehouse Receipts.	.....	2 00	736 94	608 69
Floating Equipment.	.....	.....	5 05	8,772 30
Miscellaneous	.....	.....	.....	75 70
Total Revenue..	$230,024 03	$123,112 58	$1,615,168 68	$962,205 17
Operating Expenses.				
A/C				
1 Car repairs.....	$33,848 76	$26,846 47	$391,585 89	$266,006 98
2 Car Depreciation...	25,160 47	.....	284,469 13	.....
3 Car Cleaning.....	482 11	295 84	4,257 12	3,719 56
4 Icing.....	119,369 45	61,201 91	520,590 09	481,994 45
5 Terminal and Special	.....	.....	69 00	.....
6 Hire of Equipment.	25,743 47	61,918 31	304,907 58	346,803 65
7 Traveling Ag'ts and Insp'rs	2,251 60	1,852 37	23,173 11	20,182 31
8 Office Supplies.....	156 12	46 10	1,978 13	1,522 72
9 Insurance	38 04	2,100 00	15,861 96	13,855 42
10 General Expenses..	1,856 07	1,772 02	19,925 97	19,734 30
11 Miscellaneous	3 00	.....	59 62	70 52
12 Taxes	1,184 58	2,667 00	17,735 42	14,766 60
13 Floating Equipment.	107 68	1,456 46	1,343 41	12,777 21
14 Warehouse Expenses	103 50	441 15	2,710 90	6,448 36
15 Loss & Damage Claims.....	413 54	411 36	1,020 79	806 28
Total Expenses..	$208,273 15	$160,216 69	$1,596,688 12	$1,188,687 38
Net Earnings from Operations	$21,750 88	$37,104 11	$18,480 56	$226,482 19

Topeka, Kansas, August 2, 1909.
(Signed) A. L. CONRAD, *Auditor.*

(NOTE.—Underlined figures were shown in red ink in the original.)

119 The Santa Fe Refrigerator Despatch Company.

Comparative Statement of Revenue, Expenses, and Net Revenue for June, 1908, and 12 Months of Fiscal Years 1908 and 1907

Sources.	Month.		Months of fiscal year.	
	June, 1908.	June, 1907.	June, 1908.	June, 1907.
Mileage	$20,190 55	$31,388 70	$270,733 16	$260,115 59
Refrigeration	99,473 35	132,853 56	651,702 70	739,959 32
Miscellaneous:				
Icing Revenue (Other than stated Refrigeration)	3,450 68	2,121 99	30,312 62	23,874 64
Warehouse Receipts.	2 00	61 38	608 69	1,025 63
Floating Equipment.	.....	709 07	8,772 30	13,299 64
Miscellaneous	.....	.....	75 70	50 07
Total Revenue..	$123,112 58	$167,134 70	$962,205 17	$1,038,324 89
Operating Expenses.				
A/C				
1 Car Repairs	$26,846 47	$15,445 71	$266,005 98	$171,662 14
2 Car Renewals	.....	.....	.....	.....
3 Car Cleaning	295 84	362 11	3,719 56	2,878 55
4 Icing	61,291 91	87,766 64	481,994 45	527,547 02
5 Terminal & Special.	.....	.....	.....	.....
6 Hire of Equipment.	61,918 31	20,774 36	346,803 65	228,818 61
7 Outside Agencies	1,852 37	1,596 06	20,182 31	16,785 50
8 Office Supplies	46 10	35 64	1,522 72	1,864 94
9 Insurance	2,100 00	1,000 00	13,855 42	10,113 35
10 General Expenses	1,772 02	1,716 25	19,734 30	19,621 42
11 Miscellaneous	.....	.....	70 52	.....
12 Taxes	2,667 00	3,000 00	14,766 60	12,289 27
13 Floating Equipment	1,456 46	1,775 60	12,777 21	17,773 89
14 Warehouse Expenses	441 15	962 85	6,448 36	3,081 95
15 Loss and Damage Claims	411 36	113 93	806 28	1,157 01
Total Expenses..	$160,216 69	$134,549 15	$1,188,687 36	$1,013,593 59
Net Revenue from Operation	$37,104 11	$32,585 55	$226,482 19	$24,731 30

Comparative includes Loading Expenses.

Topeka, Kansas, August 6th, 1908.

A. L. CONRAD, *Auditor.*

(NOTE.—Underlined figures were shown in original in red ink.)

120 The Santa Fe Refrigerator Despatch Company.

Comparative Statement of Earnings, Expenses, and Net Earnings for June, 1907, and 12 Months of Fiscal Years 1907 and 1906.

Earnings.	Month.		Months of fiscal year.	
	June, 1907.	June, 1906.	June, 1907.	June, 1906.
Mileage	$31,388 70	$31,260 66	$260,115 59	$224,274 70
Refrigeration	132,853 56	109,506 22	739,959 32	638,523 45
Miscellaneous:				
Icing Revenue (Other than stated Refrigeration)	2,121 99	1,269 77	23,874 64	9,258 24
Warehouse Receipts.	61 38	282 46	1,025 63	2,024 87
Floating Equipment..	709 07	.....	13,299 64	8,768 77
Miscellaneous	.....	.....	50 07	611 62
Total Earnings..	$167,134 70	$142,319 11	$1,038,324 89	$883,461 65
Operating Expenses.				
A/C				
1 Car Repairs	$15,445 71	$13,354 48	$171,662 14	$192,893 71
2 Car Renewals	.....	.....	.....	.....
3 Car Cleaning	362 11	301 93	2,878 55	3,559 22
4 Icing and Loading..	87,766 64	68,299 50	527,547 02	413,900 78
5 Terminal & Special.	.....	.....	.....	100 00
6 Hire of Equipment.	20,774 36	19,158 54	228,818 61	210,604 84
7 Outside Agencies...	1,596 06	1,354 94	16,785 50	13,681 88
8 Office Supplies	35 64	232 26	1,864 94	1,983 25
9 Insurance	1,000 00	700 00	10,113 35	11,341 06
10 General Expenses...	1,716 25	1,537 61	19,621 42	18,436 49
11 Miscellaneous	.....	.....	.....	1 00
12 Taxes	3,000 00	650 00	12,289 27	5,100 00
13 Floating Equipment.	1,775 00	920 43	17,773 83	12,065 62
14 Warehouse Expenses	962 85	1,332 97	3,081 95	3,791 72
15 Loss and Damage Claims	113 93	528 89	1,157 01	1,386 67
Total Expenses..	$134,549 15	$108,371 55	$1,013,593 59	$888,846 24
Net Earnings from Operations	$32,585 55	$33,947 56	$24,731 30	$5,384 59

Topeka, Kansas, July 31, 1907.

A. L. CONRAD, *Auditor.*

121 The Santa Fe Refrigerator Dispatch Company.

Comparative Statement of Earnings, Expenses, and Net Earnings for June, 1906, and 12 Months of Fiscal Years 1906 and 1905.

Earnings.	Month.		Months of fiscal year.	
	June, 1906.	June, 1905.	June, 1906.	June, 1905.
Mileage	$31,260 66	$17,289 26	$224,274 70	$198,330 5*
Refrigeration	109,506 22	102,865 18	638,523 45	662,995 6*
Miscellaneous:				
Icing Revenue (Other than stated Refrigeration)	1,269 77	738 70	9,258 24	3,176 6*
Warehouse Receipts.	282 46	.....	2,024 87	439 1*
Floating Equipment..	.....	4,049 13	8,768 77	21,766 0*
Miscellaneous	.....	36 00	611 62	238 9*
	$142,319 11	$123,500 87	$883,461 65	$886,946 8*
Ac. operating expenses.				
1 Car Repairs	$13,354 48	$15,742 53	$192,893 71	$226,016 4*
2 Car Renewals	.....	.....	.....	.....
3 Car Cleaning	301 93	281 08	3,559 22	1,940 6*
4 Icing and Loading.	68,299 50	61,392 21	413,900 78	439,465 8*
5 Terminal and Special	.....	.....	100 00	.....
6 Hire of Equipment.	19,158 54	14,562 41	210,604 84	184,686 8*
7 Outside Agencies...	1,354 94	792 80	13,681 88	9,528 3*
8 Office Supplies	232 26	133 51	1,983 25	1,694 1*
9 Insurance	700 00	1,050 00	11,341 06	8,472 3*
10 General Expense...	1,537 61	1,423 33	18,436 49	17,020 2*
11 Miscellaneous	.....	.....	1 00	314 0*
12 Taxes	650 00	200 00	5,100 00	1,800 00
13 Floating Equipment.	920 43	4,220 29	12,065 62	23,668 9*
14 Warehouse Expenses	1,332 97	886 83	3,791 72	1,933 0*
15 Loss and Damage Claims	528 89	.....	1,386 67	.....
Total Operating Expenses	$108,371 55	$100,684 99	$888,846 24	$916,540 9*
Net Earnings from Operation	$33,947 56	$22,815 88	$5,384 59	$29,594 1*

Topeka, Kansas, July 30th, 1906.

A. L. CONRAD, *Auditor.*

N. B.—Figures underlined are noted in original in Red Ink.

[* Figures illegible.]

122 COMPLAINANT'S EXHIBIT No. 50.

Agreement made this first day of October, one thousand nine hundred and seven (1907) between the Southern Pacific Company, a corporation of the State of Kentucky, hereinafter designated as the "Railroad," and the Pacific Fruit Express, a corporation of the State of Utah, hereinafter designated as the "Car Line," Witnesseth: That it is mutually agreed between the parties hereto as follows:

1. The car lines shall, after reasonable notice, supply the Railroad with sufficient ventilated refrigerator cars for the transportation of deciduous green fruits and of citrus fresh fruits, and of other perishable goods which the business of the Railroad and its obligations as a common carrier shall from time to time require. Said cars shall be of latest improved pattern with respect to size, strength and weight and the cooling and ventilation devices used.

The car line shall undertake and perform as the agent of the Railroad, all the service necessary to the effective refrigeration and ventilation of the aforesaid perishable commodities which
123 shall be carried in said cars, shall repair and maintain the cars and shall supply the ice and other means of refrigeration. The obligation of the car line in the foregoing respects includes the necessary service, and supervision of said cars when they are in the possession of other carriers equally with the service and supervision required when they are in the possession of the Railroad.

The rate of charge to the public for the aforesaid necessary refrigeration and ventilation of the perishable goods which shall be carried in said cars shall be fixed and published according to law by the railroad. The charges so filed and published shall be way-billed and collected by the carrier. When collected they shall be paid to the car line within thirty days. If the railroad uses the car line's cars to carry goods for which the railroad desires the necessary ice to be supplied free of cost to shipper, the car line will supply the ice and bill against the railroad therefor at a fair price, and the railroad shall pay said bill.

2. The distribution of said cars to shippers for loads and the placing of said cars for unloading, and the movement and icing, and the ventilation of said cars in transit, shall be done without unjust discrimination against, or undue favor to, any shipper, provided, however, that preference shall always be given in supplying
124 cars for the goods which require refrigeration as against goods which require ventilation, and in the performance of the services the orders when given to car line's employés by carrier upon whose tracks the work is done shall be strictly and promptly obeyed.

In the distribution of said cars for loading the railroad and the

car line shall cooperate to promote mutual economies, which shall not impair the reasonable and just demands of the public.

3. The Railroad shall have the right to use said cars to load with freight which will not injure the cars, provided such use will not unreasonably delay the cars nor divert them from their use for commodities which require refrigeration and ventilation.

4. The railroad shall provide the car line with ice at its icing stations or houses whenever required, provided its supply of ice on hand at the time is sufficient for its own needs and those of the car line also.

5. The railroad shall sell ice to the car line at prices to be agreed upon from time to time.

6. The car line shall be responsible to and indemnify the railroad for all just and reasonable damages arising from defective
125 or insufficient refrigeration or ventilation, which the railroad shall pay to the owners of the perishable goods carried in the cars of the car line, and whose efficient refrigeration and ventilation is by this instrument undertaken by the car line—provided the car line shall have been given the opportunity to investigate the complaint and determine its responsibility for the alleged damage previous to the payment therefor. In the event of a denial of responsibility for the alleged damage by the car lines, and the affirmation of said responsibility by the railroad, the matter shall be determined by arbitration of three persons, one of whom shall be chosen by the car line and one by the railroad—the two so chosen to elect the third person. The decision of two of the arbitrators so chosen shall be conclusive.

7. The agents and employés of the Railroad, and the agents and employés of the car line shall be required to cooperate in every reasonable way to promote the mutual interests of the parties hereto by exchanging information and assisting each other when such assistance is necessary or called for. Necessary reports and useful information concerning the business involved shall be duly interchanged by the officers of the railroad and the officers of the car line.

126 8. The railroad shall pay the car line for the use of said cars a mileage rental of three-quarters of a cent (¾¢) per car per mile.

9. The railroad shall furnish free transportation to such employés of the car line as shall be designated by the General Manager thereof, and also such free telegraph service, over the wires of the railroad, as the proper conduct of the business, covered by this agreement, may require.

This agreement shall take effect October 1st, 1907, and continue in force and effect until terminated by either party hereto giving the other party six (6) months' written notice of the intention to terminate same, but such termination shall not relieve either party hereto

from any liability which may have attached at or before such termination, or from any obligation or indemnity herein contained.

In witness whereof, the parties hereto have executed this instrument, in duplicate, the day and year first above written.

UNION PACIFIC RAILROAD,
By E. E. CALVIN, *Its Vice-President.*
THE PACIFIC FRUIT EXPRESS COMPANY,
By C. M. SECRIST, *Its General Manager.*

(Copy.)

127 (COMPLAINANTS' EXHIBIT No. 51.)

"Exhibit H."

This agreement, made and entered into this first day of March, 1908, by and between the San Pedro, Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, hereinafter designated as "Railroad Company," as party of the first part, and the Pacific Fruit Express Company, a corporation of the State of Utah, hereinafter designated as "Pacific Company," as party of the second part, witnesseth that,

Whereas, the Pacific Company owns and operates a line of refrigerating and ventilating cars, and is engaged in the business of operating said refrigerating and ventilating line of cars for carriage of deciduous, citrus and perishable fruits, vegetables, and other perishable articles, and,

Whereas, said Pacific Company desires to become the agent of said Railroad Company, and to perform the refrigerating and ventilating service required by said Railroad Company, in the operation of its business as a common carrier;

Now, therefore, In consideration of the covenants and agreements of the respective parties hereto, hereinafter written, it is cove-
128 nanted and agreed as follows:

Article I.

The Pacific Company, on its part, hereby covenants and agrees as follows:

SECTION 1. That it will, from time to time, and at all times, upon reasonable notice, during the term of this agreement furnish and supply to the Railroad Company, a sufficient number of refrigerator and ventilating cars to enable the Railroad Company to promptly and efficiently handle and transport all such deciduous fruits, citrus fruits, vegetables, and other perishable articles and goods which the business of the Railroad Company and its duties as a common carrier shall from time to time require, whether the same originates on lines of the Railroad Company's railroad or elsewhere.

SECTION 2. That said refrigerator and ventilating cars shall at all times be of the latest improved pattern in common and general use with respect to size, strength, weight and the cooling and ventilation

devices, and equipped with automatic couplers, automatic air brakes, and in all respects suitable for transportation over all standard gauge lines of railroad.

SECTION 3. That it will at all times repair and maintain
129 the inside work upon all of said refrigerator and ventilating cars so owned and furnished by it, including all such portions of said cars as pertain to refrigeration and ventilation, free of cost to said Railroad Company, and it will also repair any part of any other refrigerator or ventilating car tendered by Railroad Company so far as the refrigeration or ventilating parts thereof may need the same, while in course of transportation over the lines of railroad of said Railroad Company, or while in service under the direction of said Railroad Company.

SECTION 4. That it will perform, as the agent of said Railroad Company, all of the icing and refrigeration service, and furnish all supervision necessary to the effective refrigeration and ventilation of any perishable fruits or other perishable commodities which shall or may be carried in refrigerator or ventilating cars over said Railroad Company's lines in the discharge of said Railroad Company's duties as a common carrier.

SECTION 5. That its obligations to furnish ice, refrigeration service and supervision for all of said cars, whether furnished by it or in use for such service on Railroad Company's lines, shall extend to and embrace all such service necessary or required while upon
130 the lines of railroad of said railroad company, or in its possession, and also for the carriage of the same and the contents thereof to final destination according to the respective bills of lading issued by Railroad Company for the transportation of such cars to destination or to any point to which, under Railroad Company's tariffs, the same may be diverted; it being the intention hereof that the icing, refrigeration service and supervision undertaken by said Pacific Company embraces all such icing and other service, to the final original or diverted destination of the goods received by said Railroad Company for transportation to such final destination.

SECTION 6. That for the purpose of furnishing ice upon Railroad Company's lines for the purpose of this agreement, it will erect, ice manufacturing plants of sufficient capacity, at Colton, California, and Las Vegas, Nevada, and at any other point or place which may hereafter be found necessary or convenient for the efficient performance of the business provided for herein, and it will also, from time to time, where necessary, provide sufficient ice houses for the storage of natural or manufactured ice which may be necessary for furnishing Railroad Company with ice for its use as a com-
131 mon carrier.

SECTION 7. That it will furnish to Railroad Company, at its icing stations upon said Railroad Company's lines, *and* all ice which the Railroad Company may require in its business as a common carrier for supplying the refrigerator and ventilating cars being transported over said Railroad Company's lines.

SECTION 8. That it will also furnish to said Railroad Company, upon its lines of railroad, at any station where the Pacific Company

maintains an ice manufacturing or ice storage plant, any and all ice required by said Railroad Company in connection with its business as a common carrier, not only for refrigerator and ventilating cars, but for its passenger stations, passenger trains, and all such other uses as may be necessary or required by the Railroad Company, at price to be from time to time agreed upon by the parties hereto, which prices for ice furnished under this section, for other than "refrigeration service," shall not exceed the actual cost of production plus ten per cent, the same to be paid for by the Railroad Company on monthly bills therefor furnished by said Pacific Company, on or before twenty days after the receipt of such monthly bills.

132 SECTION 9. That it will fix and prescribe its rates of charges to the public for the icing charges, supervision rerefrigeration and ventilation of all fruits, vegetables and other perishable goods which shall be carried in said cars so owned and furnished by the Pacific Company, or in any other cars transported upon the Railroad Company's lines of railroad delivered to it for carriage by consignees or by connecting lines of railroad, which said rates shall be reasonable rates approved by the Railroad Company, or found or determined by competent or lawful authority, and which rates shall, in no case or at any time, be higher or greater than rates for refrigeration or ventilation service in force over the lines of competing lines, and the said rates, when so fixed, shall be known as rates for "refrigeration service" and shall be furnished to Railroad Company for publication, and shall be by it, from time to time, published in its tariffs according to law, and filed with the Interstate Commerce Commission, and also as required to be published, posted and filed under the law of any state having control or jurisdiction thereof, all such charges to the public shall be collected by said Railroad Company from the consignee or consignor, and paid over to said Pacific Company by said Railroad Company as the agent of said

133 Pacific Company, and said charges shall only be made and collected according to the terms of the printed published and posted tariffs of the Railroad Company respecting the same as from time to time published and in force, and the same shall not be changed or modified, except to meet competitive rates, and except as provided by law or according to the terms of said tariffs, or by agreement of the parties lawfully made and lawfully put in force.

Article II.

The Railroad Company, on its part, hereby covenants and agrees as follows:

SECTION 1. That it will adopt, for use on its lines of railroad and for use on the lines of transportation which it may or can use lawfully for service in the carriage of deciduous and citrus fruits, vegetables and other perishable articles, the cars and equipment owned and furnished by the Pacific Company, and to preferentially use said cars and equipment of the Pacific Company in its said business, but upon the distinct and perfect understanding that such pledge to use said cars and equipment shall not be exclusive in character so

as to require the Railroad Company to decline to carry and transport, on an absolute equality, any and all business which may be
134 tendered to it by consignors upon its own lines of railroad to be carried in refrigerator or ventilating cars of any other lines or carrier, nor so as to prevent the Railroad Company from carrying over its lines of railroad any traffic in or transportation of any such goods which may be offered to it or obtained for it from the lines of any connecting carriers, with like quality of service, the intention being that the cars and equipment of the Pacific Company shall be preferentially used by the Railroad Company but not to the exclusion of any other refrigerator or ventilating cars offered or tendered by any consignor or by any connecting carrier. It being further under stood that in event the cars of any other other railroad or car line are used for loading on rails of the Railroad Company, the rates to the public as heretofore mentioned shall apply to such foreign line cars used and shall accrue to the Pacific Company.

SECTION 2. That it will adopt any reasonable rate or charge fixed as provided by section 9, Article I hereof, for refrigeration, ventilation, icing and supervision in respect to the handling of perishable fruit or other perishable articles, which may be prescribed by the Pacific Company; that it will print, post and publish such
135 charges according to the requirements of state or National Law, that it will collect all such charges made by said Pacific Company and so included in said tariffs, in force at the time of carriage, of the Railroad Company from the consignors or consignees of such goods according to the circumstances of each particular case, and will account for any over the amount of such charges when received by it, to said Pacific Company, as fixed and determined by Railroad Company's tariffs monthly in due and ordinary course of business, so that the Pacific Company will receive out of the collections for current business the monthly earnings as returned to and received by the Railroad Company, either from connecting carriers or any other source, the intention being that the said charges as specified in the tariffs, shall be the property of said Pacific Company, the same to be collected for it by the Railroad Company and paid over to it by the Railroad Company when received by it, as the property of said Pacific Company.

SECTION 3. That it will, to the extent of its requirements, as to manufactured ice, take and receive from the Pacific Company, all the ice which it may require for its use as a common carrier, either in respect to its station, passenger trains or freight trains other
136 than that required in the icing and refrigeration business hereinbefore referred to, and will pay to the Pacific Company for all ice so furnished to it, not exceeding the cost of producing said ice, plus ten per cent upon such cost, and will take and receive all such ice at the regular ice manufacturing or ice storage plants, maintain and operated by the Pacific Company upon said Railroad Company's lines of railroad, and will pay for the same upon monthly bills therefore to be rendered by the Pacific Company, on or before twenty days after the receipt of such monthly bills, but Railroad Company may, at its option, procure and store at any points, such

natural ice as it may elect to put in storage for its use, provided the Pacific Company cannot furnish at same cost.

Article III.

It is mutually understood and agreed, by and between the parties hereto, as follows:

SECTION 1. That the rules for the distribution of refrigerator and ventilating cars furnished by the Pacific Company for use upon the lines of railroad of the Railroad Company to shippers and consignors for icing, shall be adopted with respect to and in conformity with the requirements of law, and that the distribution and placing
137 of said cars for loading and unloading and the movement of the same for cooling, icing, refrigeration, ventilation and other purposes, and for the ventilation of cars in transit, shall all be done in pursuance to lawful rules and regulations prescribed by competent authority, but under the direction and control of the Railroad Company co-operating with the Pacific Company for mutual benefit and economy; and that said distribution of cars to shippers and for use of shippers for the carriage of their goods over the lines of Railroad Company, and to the destination of such goods as prescribed by the bills of lading or as directed by diverting orders of shippers or consignors, shall be done without any unjust discrimination against or any undue favor to any shipper of any such goods.

SECTION 2. Preference shall always be given in supplying refrigerator or ventilating cars of the Pacific Company to shippers whose goods require refrigeration or ventilation as against any goods which may be moved without refrigeration or ventilation.

SECTION 3. In the performance of the service in respect to refrigeration and ventilation, the lawful directions and orders of the carrier upon whose tracks the cars are at the time necessary
138 work is done, shall be strictly and promptly obeyed, and in all cases the distribution of cars for any use by shippers shall at all times be under the direction and control of the Railroad Company, but in cooperation with the Pacific Company, subject to the lawful rules and regulations promulgated by law or prescribed by the tariffs of the carriers in force at the time of the carriage of such goods.

SECTION 4. Both parties hereto will co-operate to promote mutual economy, not impairing the reasonable and just demands of the public, or the economic, prompt and mutual service to shippers and consignees or consignors requiring the use of such cars, and from time to time efforts will be made by each of the parties to fully and completely serve the demands of the traffic in respect of receiving, forwarding preserving and properly caring for the safe and prompt transportation of all fruits, vegetables and perishable goods to be transported over Railroad Company's lines of railroad. Necessary reports and useful information concerning the business involved shall be duly interchanged by the officers of the Railroad Company and the officers of the Pacific Company.

SECTION 5. Railroad Company shall have the right to use said

cars of Pacific Company when upon its lines of railroad, for
139 loading and carrying any freight which will not injure said cars, provided such use will not unreasonably delay such cars, nor divert them from the use of shippers whose commodities require refrigeration or ventilation it being understood that said cars of the Pacific Company are furnished directly for the transportation and care of deciduous and citrus fruits, vegetables and other perishable commodities, and that it is the duty of the parties hereto to use such cars in that sort of service in preference to any other.

SECTION 6. The Pacific Company shall be bound to and will furnish all ice, refrigeration, ventilation and other service, including supervision for the use and benefit of any other car which requires such service which may be transported over Railroad Company's lines, without discrimination, preference, favor or advantage to the cars furnished or goods carried in cars of the Pacific Company.

SECTION 7. The Pacific Company shall be responsible to and indemnify Railroad Company for all just and reasonable damage arising from defective or insufficient refrigeration or ventilation, which the railroad shall pay to owners of the perishable goods carried in the cars of the Pacific Company and whose efficient refrig-
140 eration and ventilation is by this instrument undertaken by the Pacific Company; provided the Pacific Company shall have been given the opportunity to investigate the complaint so as to determine its responsibility for the alleged damage previous to the payment therefor. In the event of a denial of responsibility for the alleged damage by the Pacific Company, and the affirmation of said responsibility by the Railroad Company, the matter shall be determined by arbitration of three persons, one of whom shall be chosen by the Pacific Company and one by the Railroad Company, and the two so chosen to elect the third person. The decision of two of the arbitrators so chosen shall be conclusive.

SECTION 8. The Railroad Company shall pay the Pacific Company for the use of said cars a mileage rental of three-quarters of a cent (¾¢) per car per mile.

SECTION 9. The Railroad Company shall furnish such free transportation over its lines to employés of the Pacific Company when traveling on the business provided for by this contract and in which the railroad is interested, as shall be requested by the general manager of the Pacific Company and approved by the Railroad Company, and such free telegraph service over the wires of the Railroad
141 Company as may be necessary to properly conduct the business covered by this agreement and as such business may from time to time require.

SECTION 10. This agreement shall take effect March 1st, 1908, and continue in force and effect for three years, to March 1, 1911, and thereafter until terminated by either party hereto giving to the other party twelve months written notice of the intention to terminate same, but such termination shall not relieve either party hereto from any liability which may have attached at or before such termination, or from any obligation or indemnity herein contained.

SECTION 11. It is hereby agreed that in the event of the exercise of the option to cancel this contract by the party of the first part, said party of the first part shall purchase from the party of the second part all the buildings, machinery appliances, apparatus of every sort, constructed, purchased and placed by the party of the second part along the line of the party of the first part for the purpose of carrying out this contract at the cost price thereof, less such amount for depreciation thereof as may be agreed upon by the parties hereto, or if they cannot agree upon the same, by a third person to be selected by them as arbitrator.

In witness whereof, the parties hereto have caused this
142 agreement to be executed by its proper officers.

SAN PEDRO, LOS ANGELES & SALT LAKE RAILROAD COMPANY,
By (Signed) R. E. WELLS, *General Manager.*

Attest:

W. H. COMSTOCK, *Secretary.*

PACIFIC FRUIT EXPRESS COMPANY,
By (Signed) C. M. SECRIST, *General Manager.*

Attest:

ALEX. MILLAR, *Secretary.*

SALT LAKE CITY, UTAH, *May* —, 1908.

At a meeting of the Board of Directors of the Pacific Fruit Express Company, duly called and held at the office of the General Manager of the Oregon Short Line Railroad Company, Salt Lake City, Utah, on the above date, there were present of the di-
143 rectors, W. H. Bancroft, J. A. Reeves, and F. H. Knickerbocker.

There was laid before the Board an agreement, in duplicate, dated the first day of March, 1909, by and between the San Pedro, Los Angeles & Salt Lake Railroad Company, a corporation of the state of Utah, as party of the first part, and the Pacific Fruit Express Company, a corporation of said state, the party of the second part, said duplicate contracts having been executed on behalf of the San Pedro, Los Angeles & Salt Lake Railroad Company, by R. E. Wells, General Manager, attested by W. H. Comstock, Secretary, and the seal of said corporation attached, and also executed on behalf of the Pacific Fruit Express Company, by C. M. Secrist, General Manager, and attested by Alex Millar, Secretary, with the seal of said Pacific Fruit Express Company attached, and the said contract having been duly considered by the Board, it was on motion, unanimously resolved that the said contract, and the execution thereof by the officers of the said Pacific Fruit Express Company, be, and the same is hereby approved, ratified and confirmed.

There being no further business before the meeting, on motion, duly seconded, the Board adjourned.

(Signed) W. H. BANCROFT, *President.*

(Signed) F. H. KNICKERBOCKER,
Secretary Pro Tem.

144 Interstate Commerce Commission.

Docket No. 3000.
Exhibit No. 52.
Stenographer, Longley.

Date, 3, 29, 1910.
Witness, ——.

Union Ice Co., Nat'l Ice Co., L. A. I. & Cold S. Co. Los Angeles, Cal.

This Agreement, made and entered into at San Francisco, California, this 27th day of March, 1907, between the Union Ice Company, a corporation organized and existing under laws of the State of California; the National Ice & Cold Storage Company, a corporation organized and existing under the laws of the State of California, and The Los Angeles Ice & Cold Storage Company, a corporation organized and existing under laws of the State of Delaware, parties of the first part, and The Southern Pacific Company, a corporation organized and existing under laws of the State of Kentucky, party of the second part, witnesseth:

Whereas the parties of the first part are engaged in the manufacture and sale of artificial ice at various points in the State of
145 California and desire to sell ice to the party of the second part at the points and at the prices per ton hereinafter specified:

And, Whereas, the party of the second part desires to purchase from the parties of the first part at said points and at said prices.

Therefore the parties of the first part jointly, severally and mutually agree with the party of the second part as follows:

1. The parties of the first part will furnish at Los Angeles, Grafton and Riverside such amount of ice as party of the second part requests for refrigeration of contents of its cars, those of the Pacific Fruit Express and for other purposes on lines of party of the second part in the State of California south of Mojave and Santa Barbara.

2. Parties of the first part agree to store ice in sufficient quantity to provide for icing of refrigerator cars during each heavy fruit shipping season.

3. All ice furnished to be first-class, mechantable ice and satisfactory to party of the second part.

Delivery to be made f. o. b. cars factories of parties of first part to party of second part or its nominees. This does not mean
146 that ice shall be delivered into tanks of refrigerator cars or tanks of Pullman or passenger cars.

Weights at time of delivery by parties of the first part to party of second part to govern, provided, however, that for carload shipments weights obtained by weighing at nearest track scales point shall govern.

Rates per ton $2.40; fractional ton on basis of $2.40 per ton. Payments to be made monthly.

4. All ice furnished to be distilled water ice.

5. The parties of the first part hereto or any of them shall not be liable for damages or delays except such as could have been prevented or provided against by them or either of them.

6. This agreement to be effective from date hereof and to remain in full force and effect until July 1, 1910.

THE UNION ICE COMPANY,
(Sgd.) By S. B. TOBY, *V. P. & Gen. Mgr.*
NATIONAL ICE & COLD STORAGE CO.,
(Sgd.) By JOSEPH MARTIN, *G. M.*
147 LOS ANGELES ICE & COLD STORAGE CO.,
(Sgd.) By J. G. McKINNEY, *G. M.*
SOUTHERN PACIFIC COMPANY,
(Sgd.) By E. E. CALVIN, *Vice-President.*

Approved as to form,

WM. F. HERRIN,
Chief Counsel.

Southern Pacific Company.

Pacific System.

MARCH 11TH, 1908.

E. E. Calvin, Vice-Pres. & Gen'l Mgr. San Francisco, Cal.
Mr. I. O. Rhoades, Gen. Pur. Agt.
Mr. H. C. Pearce, Gen. Store'k'p'r.
Mr. R. H. Ingram, Gen. Supt.
Mr. J. H. Young, Gen. Supt.
Mr. J. W. McClymonds, Gen. Agt., P. F. E. Co.

Pacific Fruit Express Co.,
Received Mar. 12, 1908,
Gen'l Agent's Office.

DEAR SIR: Enclosed for your file is a copy of supplemental agreement dated February 21st 1908 between the Union Ice Com-
148 pany, National Ice & Cold Storage Company, Los Angeles Ice & Cold Storage Company, and Southern Pacific Company and Pacific Fruit Express for the years 1908, 1909 and first half of the year 1910.

Yours truly,

E. E. CALVIN.

Cy. G. L. K.

Agreement, made this 21st day of February, 1908, between the Union Ice Company, a corporation organized and existing under the laws of the State of California, the National Ice & Cold Storage Company, a corporation organized and existing under laws of the State of California, & the Los Angeles Ice & Cold Storage Company,

a corporation organized and existing under laws of the State of Delaware, parties of the first part, and the Southern Pacific Company, a corporation organized and existing under laws of the State of Kentucky, party of the second part, witnesseth:

Whereas, on the 27th day of March, 1907, an agreement in writing was entered into between the parties hereto relative to the
149 supply of ice by the parties of the first part to the party of the second part and to the Pacific Fruit Express, at various points in the State of California, and it is desired by the parties hereto to make more definite provisions in regard to the quantity of ice to be furnished, and other matters relating thereto.

Now, therefore, the parties hereto do jointly, severally and mutually agree, each with the other, and as supplemental to the agreement above referred to, as follows, to-wit:

1. The Southern Pacific Company for itself and the Pacific Fruit Express agrees to take from the parties of the first part and the parties of the first part agree to furnish all ice for the requirements of the Southern Pacific Company and Pacific Fruit Express in Southern California, for the remainder of the calendar year 1908, saving and excepting that furnished by the artificial ice plants located at Coachella and El Centro.

2. The Southern Pacific Company hereby estimates that for the period commencing January 1st, 1909, and ending with the expiration of the agreement first hereinbefore mentioned, to-wit: July 1st, 1910, the maximum and minimum quantities of ice that will be
150 required by it, and by the Pacific Fruit Express, will be as follows, viz:

	1909.		First six months.	
	Minimum tons.	Maximum tons.	Minimum tons.	Maximum tons.
So. Pac.....	3,500	5,000	1,000	1,500
P. F. Ex. Co.....	15,000	25,000	5,000	20,000
Total	18,500	30,000	6,000	21,500

And the Southern Pacific Company agrees on its own behalf and on that of the Pacific Fruit Express to take from the parties of the first part, the minimum above named, and pay for the same at the rates mentioned in said agreement, except as hereinafter *as* otherwise provided for and unless there should be a failure of the fruit crop during said period, in which last named case they shall be relieved from the obligation to take the minimum so named, and shall only be bound to take and pay for the amount of the ice actually required by them, and supplied by the parties of the first part, and the parties of the first part agree to furnish the minimum amount so named by the Southern Pacific Company.

3. The Southern Pacific Company, for itself and on behalf of the Pacific Fruit Express, shall have the right to call upon the parties of the first part for deliveries of whatever ice is required by
151 them up to the maximum so named at the prices named in said first mentioned agreement; and the parties of the first part agree to furnish such ice.

4. It is further agreed that the parties of the first part may, if they shall so elect, in case the requirements of the Southern Pacific Company and the Pacific Fruit Company, during such last mentioned period, shall be greater than the maximum so named, supply ice in excess of such maximum which shall be accepted and paid for at the following rates, viz: $3.00 per ton; fractional tons on basis of $3.00 per ton.

5. It is further understood and agreed by the parties hereto that, notwithstanding anything in this agreement, or the agreement to which it is supplemental, contained, in event that the Ice Plant at Los Angeles owned by the Distilled Ice & Cold Storage Company shall be purchased by the Southern Pacific Company or the Pacific Fruit Express, the capacity of production of said ice plant shall be deducted for the period subsequent to January 1st, 1909 from the minimum named and to be paid for as aforesaid, and also deducted from the maximum named as aforesaid.

In witness whereof, the parties hereto have caused these presents to be signed by their respective officers, and their several cor-
152 porate seals to be affixed hereto on the day and year first above written.

THE UNION ICE COMPANY,
By S. B. TOBY, *Vice-President & Gen. Mgr.*
NATIONAL ICE & COLD STORAGE COMPANY,
By JOSEPH MARTIN, *General Manager.*
LOS ANGELES ICE & COLD STORAGE COMPANY,
By J. C. McKINNEY,
Vice-President & Gen. Mgr.
SOUTHERN PACIFIC COMPANY,
By E. E. CALVIN, *Vice-President.*

Approved as to form,
WM. F. HERRIN,
Chief Counsel.

(M.)

153 COMPLAINANTS' EX. 53.

Interstate Commerce Commission.

Docket No. 3000.
Exhibit No. 53.
Stenographer, Longley.

Date, 3, 29, 1910.
Witness, —— ——.

Union Ice Co., Bakersfield.

This agreement, made and entered into this 1st day of June, 1907, between The Union Ice Company, a corporation organized and existing under laws of the State of California, hereinafter called the Ice Company, and Southern Pacific Company, a corporation or-

ganized and existing under laws of the State of Kentucky, hereinafter called the Railroad Company, witnesseth:

Whereas, the Ice Company is engaged in the manufacture and sale of artificial ice at Bakersfield, in the State of California, and desires to sell ice to the Railroad Company at the price per ton hereinafter specified.

And whereas, the Railroad Company desires to purchase ice from the Ice Company at said point at said price;

Now therefore, the Ice Company and Railroad Company mutually agree with each other as follows:

1. The Ice Company will furnish at Bakersfield such amount of ice as the Railroad Company requests for refrigeration of
154 *of* contents of its cars, those of the Pacific Fruit Express and for other purposes.

2. All ice furnished to be first-class merchantable ice and satisfactory to the Railroad Company.

3. Delivery to be made f. o. b. cars factory or icing platform at factory as Railroad Company may desire. This does not mean that ice shall be delivered into tanks of refrigerator cars or tanks of Pullman passenger cars.

4. Weights of ice at time of delivery by Ice Company to Railroad Company to govern, provided, however, that for carload shipments weights obtained by weighing at nearest track scale point shall govern.

5. Rate per ton $2.65; fractional tons on basis of $2.65 per ton. Payments to be made monthly.

6. The Ice Company shall not be liable for damages or delays except such as could have been prevented or provided against by it.

7. This agreement to be effective from date hereof and to remain in full force and effect until July 1, 1910.

THE UNION ICE COMPANY,
(Sgd.) By S. B. TOBY, *Vice Pres. & Gen. Mgr.*
155 SOUTHERN PACIFIC COMPANY,
(Sgd.) By E. E. CALVIN, *Vice President.*

156 Interstate Commerce Commission.

Docket No. 3000. Date, 3, 29, 1910.
Exhibit No. 54. Witness, ——— ———.
Stenographer, Longley.

Supplemental Agreement Made this 1st Day of January, 1906, by and Between the Azusa Ice & Cold Storage Company, a Corporation Organized and Existing under the Laws of the State of Cal. (Hereinafter Called the "Ice Company"), First Party, and The Atchison, Topeka and Santa Fe Railway Company, a Corporation Organized and Existing under the Laws of the State of Kansas (Hereinafter Called the "Atchison Company"), Second Party.

Whereas, On October 10, 1901, by a contract in writing the Ice Company agreed to sell to the Southern California Railway Company, a corporation, and said Railway Company agreed to purchase

from the Ice Company all of the ice which it needed in the transaction of its business on all line- of the Southern California Railway Company in California for a term ending September 30, 1910; and

Whereas, The Atchison Company has become the successor in interest of the Southern California Railway Company and desires to enter into a contract with the Union Ice Company for the
157 purchase of all the ice which it, the Atchison Company shall need in the transaction of its business at the City of San Diego, County of San Diego, State of California.

Now, therefore, This Supplemental Agreement witnesseth:

For a consideration satisfactory to the Ice Company it hereby agrees that from and after January, 1906, and until January 1, 1909, neither the Southern California Railway Company, a corporation not the Atchison Company, shall be required to purchase of it under the terms of the agreement between the Ice Company and the Southern California Railway Company, dated October 10, 1901, and designated in the records of the Atchison Company as "Secretary's No. 1002-B" any ice for railway purposes at said City of San Diego, and both of said Railway Companies are accordingly released from any obligation to purchase ice from the Ice Company for railway uses and purposes at said City of San Diego.

The Ice Company also agrees that said agreement dated October 10, 1901, is hereby so modified.

In witness whereof, The Ice Company has duly executed
158 this indenture in duplicate the day and year first above written.

AZUSA ICE & COLD STORAGE COMPANY,
By KASPARE COHN, *Its President.*

Attest:
J. W. CALVERT,
Ass't Secretary.

Approved as to form
T. J. NORTON, *Solicitor.*
A. W. O'MELVENY,
For A. I. C. S. Co.

A true copy.

A. HEABON,
For Western Ass't Secretary.

Copy.

159 Interstate Commerce Commission.

Docket No. 3000. Date, 3, 29, 1910.
Comp's' Exhibit No. 55. Witness, ——— ———.
Stenographer, Longley.

This agreement, made and entered into this Twenty-second day of November, 1898, between the Agua Pura Company of Las Vegas, New Mexico, a corporation organized under the laws of New Mexico (hereinafter called the "Ice Company"), party of the first part: The

Atchison, Topeka & Santa Fe Railway Company, a corporation organized under the laws of the State of Kansas (hereinafter called the "Railway Company") party of the second part, and the Santa Fe Pacific Railroad Company, a corporation organized under the laws of the United States (hereinafter called the "Railroad Company") party of the third part, both of said last named companies being referred to collectively as "Railway Companies," witnesseth, that

Whereas, the Ice Company is engaged in the business of gathering and storing ice for general sale; and

Whereas, the Railway Companies consume large quantities of ice in refrigerator cars and otherwise on the lines of Railroad
160 operated by them from and including the stations of Pueblo and La Junta and Colorado, along the New Mexico and Rio Grande divisions of the lines of railroad operated by the Railway Company through and including Las Vegas and Albuquerque, New Mexico, and West on the line of the Railroad Company to and including Ashfork, Arizona, said stations of La Junta, Las Vegas, and Albuquerque being hereinafter referred to as "Main Icing Stations," and all other icing points along said lines of railroad being hereinafter refered to as "Auxiliary Icing Stations;" and

Whereas, the Ice Company represents that it can supply ice in sufficient quantity to meet the demands of the *of the* Railway Companies at Main Icing Stations aforesaid and at the Auxiliary Icing Stations along the said lines of railroad; and

Whereas, the Railway Companies deem it experient and conductive to their interests to purchase the ice required by them as aforesaid from the Ice Company;

Now, therefore, in consideration of the premises and of the mutual covenants and promises herein contained, and of the faithful performance thereof, it is understood and agreed by and between the parties hereto as follows:

Article 1.

The Ice Company shall deliver to the Railway Company,
161 and pack in the ice boxes of refrigerator cars, all ice required at said Main Icing Stations (La Junta, Las Vagas, and Albuquerque) and at said Auxiliary Icing Stations shall fill the ice houses now built, or which may be hereafter constructed by the Railway Company, as hereinafter provided. The Ice Company shall accept from the Railway Company a lease at nominal rental, to run during the period of this contract, of the ice houses of the Railway Company and the land on which they stand at La Junta, Colo., together with all the fixtures, ice tools, etc., now on hand, according to an inventory to be made under this agreement, and the Ice Company shall keep said houses in repair and turn the same back to the Railway Company on the expiration of the aforesaid lease in as good condition as they were when received, ordinary wear and tear excepted; Provided, however, that the Railway Company shall paint said houses as often as deemed necessary by its Superintendent, and shall

keep the said houses insured, and also pay all taxes thereon and on the land on which they stand.

The Ice Company shall equip the ice houses at Las Vegas and Albuquerque, New Mexico, with all necessary tools and fix-
162 tures for the convenient handling of ice and shall keep the same in repair.

The Ice Company shall, at its own cost and expense, cut and load on cars at Las Vegas Hot Springs Canyon all the ice to be furnished under this agreement and pack in the various ice houses and furnish the same as herein provided.

As refrigerator cars requiring ice arrive at said Main Icing Stations (La Junta, Las Vegas and Albuquerque), the Ice Company shall, without delay, proceed to fill the ice boxes of said refrigerator cars, at its own cost and expense, as directed by the representatives of the Railway Company, with ice washed clean of all saw-dust or dirt and shall charge the Railway Company the sum of $1.75 per net ton of 2000 pounds for all ice so placed in the ice boxes of the said refrigerator cars.

Ice furnished for other purposes than for refrigerator cars at said Main Icing Stations (La Junta, Las Vegas and Albuqeurque), shall be delivered by the Ice Company out of the doors of the ice houses to the agent of the Railway Company as ordered; Provided, however, that the Ice Company shall not be required to issue ice from any of the said Main Icing Stations (La Junta, Las Vegas, and Albu-
querque), in less quantities than a day's supply for such sta-
163 tions for purposes other than refrigerator car icing. Such ice so furnished shall be washed free from saw-dust and dirt.

At said Main Icing Stations (La Junta, Las Vegas and Albuquerque), the ice company shall furnish from its storage houses at the ponds in Hot Springs Canyon such additional ice as may be required, in the event that the storage provided for herein at said Main Icing Stations should be insufficient to meet the needs and requirements of the Railway Company, and deliver the same to the Railway Company at the places and under the terms and conditions as herein provided.

The Ice Company, shall, at its own cost and expense, properly pack ice into several houses at the Auxiliary Icing Stations under the direction of the representatives of the Railway Companies, and shall furnish all the saw-dust, labor and tools necessary properly to pack said ice into said Ice Houses. The Ice Company shall charge the Railway Companies $1.05 per net ton of two thousand (2000) pounds, Las Vegas weights, for all such ice packed in said Auxiliary Houses.

The Ice Company agrees to fill the houses at said Auxiliary
164 Ice Stations, but should the quantity of ice so stored be insufficient for the requirements of the Railway Companies then the Ice Company shall, on the order of the representative of the Railway Companies, furnish from its storage houses at the ponds in the Las Vegas Hot Springs Canyon such additional ice as shall be required by the Railway Companies, and shall charge the Railway Companies at the rate of $1.75 per net ton of Two Thousand

(2,000) pounds free on board the cars of the Railway Companies in said Hot Springs Canyon; and the Ice Company shall not be required to — paid — said additional ice in said Auxiliary Ice Houses.

The Ice Company shall furnish under this agreement ice that is good, hard, clear, free from snow and dirt and not less than eight inches thick, unless otherwise specially consented to by the representative of the Railway Company, and the ice packed in the ice houses at the Auxiliary Ice Stations by the Ice Company under this agreement shall not be more than 12 inches thick, unless otherwise specially consented to.

It is the intent of this agreement that the Ice Company shall furnish the Railway Companies all the ice required for refrigeration and other purposes on the lines of the said Railways South of
165 and including Pueblo and La Junta, Colorado, and East of and including Ashfork, Arizona, and for this purpose the Ice Company shall pack in its Ice Houses in the Hot Springs Canyon the total capacity of said houses, which capacity is understood and agreed to be about Eight Thousand (8,000) tons. Should, however, the requirements of the Railway Companies, as developed under the first year's operation of this contract, or thereafter, be greater than the capacity of the present storage houses, the Ice Company shall, at its own cost and expense, provide such additional storage as may be necessary in said Hot Springs Canyon.

If the weather shall be such that sufficient ice is not formed in the Hot Springs Canyon ponds completely to fill all the Ice Houses of said Railway Companies and the storage houses belonging to the Ice Company in the Hot Springs Canyon, then the Ice Company shall be relieved from its obligation to furnish Ice under the terms of this agreement, but it shall furnish in such event all the ice that may be made and that it may be able to cut in said Hot Springs Canyon, except such ice as may be necessary for said Ice Company to reserve to supply its customers who consume ice at Las Vegas.

166 Should any one or more of the Ice Houses at any one of the Main Icing Stations be burned or otherwise destroyed and the Ice Company shall have a sufficient amount of ice in its storage houses at the Hot Springs Canyon, it shall, to the amount of such storage furnish to the Railway Companies, under the terms of this agreement, such ice as is required at such stations where the house or houses may be destroyed, but the Railway Company shall use all due diligence in rebuilding any house or houses destroyed by fire or otherwise.

The Ice Company shall not sell Ice at the storage houses at the Main Icing Stataions to others without the consent in writing of the General Purchasing Agent of the Railway Company.

The Ice Company shall furnish to the Railway Company, its successors and assigns, immediately upon the execution of this agreement, a bond of the American Surety Company of New York for Fifteen Thousand Dollars ($15,000) conditioned for the faithful performance by the Ice Company of its covenants in this agreement contained.

Article II.

The Railway Company shall execute to the Ice Company a lease at nominal rental to run during the term of this contract
167 and any extension hereof, of the ice houses and the land on which they stand at La Junta, Colorado, together with all the fixtures, ice tools, etc., now on hand, according to an inventory to be made thereof under this agreement, and shall paint said ice houses as often as may be deemed necessary by Superintendent of said Railway Company.

The Railway Company shall, immediately upon the execution of this agreement, proceed to erect on land owned by it at Albuquerque, New Mexico, an ice house of a capacity of not less than one thousand (1,000) tons, in accordance with its standard plans and specifications, and upon completion of the house turn the same over by proper lease to the Ice Company, said lease to run during the term of this contract and any extension hereof, and to provide that the Railway Company shall charge and the Ice Company shall pay as *an* rental for the said ice house eight per cent per annum on the actual cost of the *ice house eight per cent per annum on the actual cost of the* construction of said ice house and not including any value in the land, the said lease to provide further that the Ice Company shall keep the house in repair and turn the same back to the Railway Company, on the expiration of the lease, and in as good condition as it was when received, ordinary wear
168 and tear excepted, Provided, however, that the Railway Company shall paint the exterior of the house as often as may be deemed necessary by its Superintendent, and shall keep the house insured and pay all taxes thereon and upon the land on which it is situated.

The Railway Company shall immediately, upon the execution of this agreement, proceed to erect on land owned by it at Las Vegas, New Mexico, an ice house of a capacity of not less than six thousand (6,000) tons, in accordance with its standard plans and specifications and, upon completion of the house, turn same over by proper lease to the Ice Company, said lease to run during the term of this contract, and of any extension hereof, and to provide that the Railway Company shall charge and the Ice Company shall pay as an annual rental for said ice house, eight per cent per annum on the actual cost of the construction of said ice house, but not including any value in the land, and to provide further that the Ice Company shall keep the house in repair and turn the same back to the Railway Company, on the expiration of the lease, in as good condition as it was when received, ordinary wear and tear excepted; Provided, however, that the Railway Company shall paint the exterior of the house as often as may be deemed
169 necessary by its Superintendent, and shall keep the house insured and pay all taxes thereon and upon the land upon which it is situated.

The Railway Company shall, at the Main Icing Stations (La Junta, Las Vegas and Albuquerque) properly place cars loaded

with ice by the Ice Company at the ice houses convenient for unloading and shall also switch refrigerator cars to the storage houses for icing.

The Railway Company shall pay a $1.75 per net ton of two thousand (2,000) pounds for all ice placed by the Ice Company in the ice boxes of the refrigerator cars as hereinbefore provided; and for all ice furnished by The Ice Company at said Main Icing Stations for other purposes than refrigerator cars the Railway Company shall pay at the rate of $1.75 per net ton of two thousand (2,000) pounds weighed out of said ice houses.

The Railway Company shall pay to the Ice Company for all ice packed in ice houses at said Auxiliary Icing Stations as hereinbefore provided $1.05 per net ton of two thousand (2,000) pounds Las Vegas weights.

The Railway Company shall pay to the Ice Company a $1.75 per net ton of two thousand (2,000) pounds, free on board
170 cars of the Railway Company at Hot Springs Canyon for all ice furnished by the Ice Company as hereinbefore provided, in the event of the quantity stored in the ice houses at the several Auxiliary Icing Stations being insufficient to meet the requirements of the Railway Company.

The Railway Company shall furnish water required by the Ice Company for washing ice at La Junta, Colorado, at the rate of ten dollars ($10.00) per month, May to September, inclusive, and at the rate of five dollars ($5.00) per month, October to April, inclusive, during the term of this agreement.

Article III.

The Railway Companies shall permit the Ice Company during the time necessary for the storing of ice and the filling of houses at said Auxiliary Icing Stations to use all of the tools now at said Auxiliary Icing Stations and belonging to the Railway Companies.

The Railway Companies shall turn over to the Ice Company all the saw-dust that may be on hand at said Icing points and shall haul free over their own lines West of La Junta all saw-dust used in the packing of its ice, including that required for houses in Hot Springs Canyon; Provided, however, that the Ice Company
171 shall, at its own expense, furnish such additional saw-dust as may be needed for the proper packing of ice; and Provided, further, that the Railway Company shall not be required to haul free the saw-dust required for the ice houses located on the Railroad Company's lines, and the Railroad Company shall not be required to haul free the saw-dust required for the ice houses located on the Railway Company's lines.

The Railway Company shall promptly, when notified to do so by the Ice Company, furnish cars at Las Vegas Hot Springs Canyon, to be loaded with ice for storage as herein provided, and shall haul the same from Hot Springs Canyon free to the several ice houses.

The Railway Companies agree that, so far as it is possible, all

the refrigerators shall be iced at Las Vegas and not at Albuquerque, it being understood that the house at Albuquerque is to provide an emergency stock of ice for such refrigerators as cannot be run past Albuquerque without icing, and also to provide for such ice as is needed at Albuquerque for other than refrigerator purposes; Provided, however, that this shall not relieve the Ice Company from the duty of icing such refrigerator cars at Albuquerque as, in the opinion of the representative of the Railway Companies,
172 shall require icing at that point.

The Railway Companies shall furnish transportation during the term of this agreement for the Superintendent of the Ice Company good between Pueblo and La Junta, Colorado, and all points South on the New Mexico and Rio Grande Divisions, and West on the Santa Fe Pacific to and including Ash Fork, Arizona.

The Railway Companies shall have the right to renew this agreement for a further term of five (5) years from January 1, 1904, if they shall so desire and shall notify the Ice Company thereof on or before the 1st day of October, 1903.

Article IV.

All accounts for ice for Auxiliary storage houses of the Railway Companies shall be due and payable after the filling of the ice houses by the Ice Company and all accounts for ice furnished at said Main Icing Stations (La Junta, Las Vegas and Albuquerque) shall be due and payable to the Ice Company on the 20th of each month for ice furnished during the preceding month.

This agreement, so far as the furnishing of ice to points North of Lamy, New Mexico, is concerned, shall be effective on
173 January 1st, 1899, and so far as the stations from and including Lamy and South and West of Albuquerque, New Mexico, are concerned shall be effective on June 1st, 1899, and shall continue in both cases for five (5) years from the 1st day of January, 1899, viz., to the first day of January, 1904.

If any of the parties hereto shall be prevented from carrying out any of their respective covenants or agreements herein by labor strikes or other causes beyond their ability to control by the exercise of all proper diligence, the obligations hereby assumed by them shall be suspended during the pendency of such preventing causes without any breach of this contract thereby accruing.

Upon the neglect or failure of the Ice Company to furnish ice according to the terms of this agreement for thirty (30) days, except as hereinbefore provided, the Railway Company may, as its election by notice in writing to the Ice Company, terminate this agreement: Provided, however, that no determination of this agreement shall deprive any party hereto of the right to enforce any liability of the other which may have accrued prior to such determination.

The provisions of this agreement shall inure to the benefit
174 of the successors and assigns of the Railway Companies and be binding on the successors and assigns of the Ice Company.

In witness whereof, the parties hereto have executed this agreement the day and year first above written.

AGUA PURA COMPANY,
By —— ——, *Its President.*
THE ATCHISON, TOPEKA & SANTA FE RAILWAY CO.,
By —— ——, *Its General Purchasing Agent.*
SANTA FE PACIFIC RAILROAD COMPANY,
By —— ——, *Its General Purchasing Agent.*

175 Interstate Commerce Commission.

Docket No. 3000. Date, 3, 29, 1910.
Comp's Exhibit No. 56. Witness, —— ——.
Stenographer, Longley.

Copy.

This agreement made and entered into this 10th day of October, 1901, by and between the Azusa Ice & Cold Storage Company, a corporation, hereinafter designated the first party, and the Southern California Railway Company, a corporation, hereinafter designated the second party.

Whereas, on the first day of August, 1900, there was made and entered into between the parties hereto a contract whereby it was agreed that the first party should sell and the second party should buy all of the ice which the second party might use or require for its purposes at all points on its lines of railroad in California for the term of five (5) years from the first day of October, 1900; and

Whereas, the said contract provides that the ice manufactured by the first party shall be delivered at its works in Azusa and that all excess above the output of said plant purchased by the first part- for the purpose of fulfilling said contract should be hauled from
176 Los Angeles to San Bernardino at the sole cost and expense of the second party; and

Whereas, the second party is desirous of reducing as far as practicable the amount of ice to be transported from Los Angeles to San Bernardino for the purpose of fulfilling said contract, and to that end desires to have all such ice as is not manufactured at Azusa manufactured and delivered to it at San Bernardino; and

Whereas, the first party to said contract, in consideration of the same being extended for the further period of five (5) years in addition to the term therein provided for, is willing to undertake to deliver to the second party at that certain ice factory on "I" Street, near the tracks of the second party, in the City of San Bernardino, California, during the year 1902, such an amount of ice as the second party shall require, not exceeding ten thousand (10,000) tons, and during each succeeding year such amount as the second party shall require, not exceeding eighteen thousand (18,000) tons in each year;

Now, therefore, this agreement witnesseth:

Article I.

That for and in consideration of the payments hereinafter provided to be made, and subject to the provisions and conditions hereinafter contained, the first party agrees to sell and the second party agrees to buy all the ice said second party may use or require for its refrigerator or other cars, station use and other purposes during the term of this contract, at all points on its line in California, for the term of nine (9) years from the first day of October 1901, to and including the thirtieth day of September, 1910.

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Article II.

That all ice furnished under this contract shall be good merchantable ice, satisfactory to the Superintendent of the second party.

Article III.

The said ice to be furnished by the first party at San Bernardino and Los Angeles shall be placed in the ice tank in refrigerator cars loaded and well packed in other cars as the said second party may designate, or delivered to such person or persons as the said second party may designate. At Azusa the ice shall be loaded in cars furnished by the second party.

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Article IV.

The said second party covenants and agrees that it, the said second party, will place the cars in which it may desire ice alongside the ice houses of the first party at Los Angeles, or the ice houses of the second party at San Bernardino or the works of the first party at Azusa, and also covenants and agrees that all ice delivered to the person or persons on the order of the said second party shall be delivered at any one of the said ice houses; that is, the said first party shall not be called upon to make any delivery under this contract at any place other than said ice houses respectively.

Article V.

The said second party furthermore covenants and agrees that it will pay for said ice, delivered as provided herein, at the rate of Four Dollars ($4.00) per net ton, and further that it will make said payment during the month following that in which the ice is furnished.

Article VI.

The said second party furthermore covenants and agrees that the first party shall have the sole and exclusive right to the free use and occupation of the ice houses now at San Bernardino, belonging to or controlled by the second party, during the term of this contract, and that said first party shall have the right at its own expense and without cost to the said second party, to make

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such alterations or additions thereto as in its opinion it deems best, subject to the approval of the Chief Engineer of the second party, to enable said first party to store and handle the ice more expeditiously and cheaply. It is understood and agreed that the second party shall keep the said ice houses at San Bernardino insured for such amounts as it may deem proper, but that such insurance will not apply in any way to the contents of said houses.

Article VII.

On failure of the first party to furnish the ice called for in this agreement, said second party may purchase the amount necessary to fill its requirements and charge the said first party the cost thereof over and above Four Dollars ($4.00) per ton, delivered at Los Angeles or San Bernardino as may be required, and first party agrees to pay the same; provided, however, that the said first party shall be under no liability, and shall not be subject to any cause of action for damages, for failure to deliver the ice herein called for to
180 be delivered in the event that through freshets of any other event which could not with reasonable diligence be for-seen, the ditches supplying its water power should be broken and delays should be occasioned thereby, or if any accident of any character, either through breakage of the machinery or any part of the plant, or the means of conducting and generating power, should occur; but the said first party agrees that in the event of such accident it will notify said second party thereof, and give an estimate as near as practicable when delivery of ice can be resumed thereunder, and will repair such breakages or defect and resume the manufacture of ice with all reasonable diligence and dispatch. And it is further understood between the parties that the exemption from liability of said first party shall not relieve the second party from its obligations to continue taking such ice whenever the said first party is able to resume delivery of ice, provided such delivery is resumed within a period of five (5) months from date of stoppage.

Article VIII.

And the second party furthermore covenants that such ice as said second party may require either at San Bernardino or
181 at Los Angeles shall be transported from the factory of the first party, located at Azusa, free of charge; that is to say, no freight shall be charged against the said first party but the transportation thereof shall be at the sole cost and expense of the second party. It is further agreed that if the amount of ice produced by said factory at Azusa limited to its present capacity shall not be sufficient to meet the requirements or demands of the second party, then the first party shall cause to be manufactured in said city of San Bernardino and delivered to said second party at said factory on "I" Street, near its tracks, such an amount of ice as said second party shall require or need, not exceeding ten thousand (10,000) tons, during the year commencing on the first day of October 1901, and

ending on the 30th day of September 1902, and thereafter during each year commencing on the first day of October and ending on the thirtieth day of September, during the term thereof, such an amount as the second party shall need or require, not exceeding eighteen thousand (18,000) tons, in each of said years, it being further understood that in case the first party is unable to deliver the full amount of ice called for in this agreement to be delivered
182 from its San Bernardino factory in any year, it will pay to the second party for transporting the deficiency at a rate of seventy-five (75) cents per ton between Los Angeles and San Bernardino, or five dolars ($5.00) per car from Colton to San Bernardino; it being always understood and agreed that second party shall not at any time be required to accept or receive from said Azusa factory any greater amount of ice than said factory can now produce with its present capacity. But it is understood and agreed that the first party shall not be required to deliver at San Bernardino, ice manufactured at that point as above provided, except when the output from its said factory at Azusa, limited to the present capacity of said factory as above provided, shall be insufficient to meet the requirements and needs of the second party. If the supply of ice from said Azusa factory and said supply from said factory at San Bernardino are insufficient to supply all the ice demanded by the second party under this contract, and if said first party is obliged to purchase ice of others to fill this contract, the said second party agrees that the cost of transportation thereof from Los Angeles to San Bernardino shall be borne by the second party.

The said second party furthermore covenants and agrees that
183 it will furnish promptly to the first party, at its works at Azusa, all such cars or other means of transportation as may be necessary for the fulfillment of this contract. It is understood between the parties hereto that the foregoing conditions relating to the transportation of ice free from freight shall apply only to ice which may be used by said second party, or delivered to others upon its order, but shall not apply to any ice which may be shipped by the Azusa Ice and Cold Storage Co. and sold by it to others than the said second party. The first party agrees that it will not sell from the warehouse at San Bernardino, nor from its own house at Los Angeles, any ice that has been transported at expense of said second party, either to the wholesale or retail trade, except only in cases of emergency, and in such cases of emergency it will advise the Superintendent of the second party at the time, and later render a statement to said Superintendent showing weight of ice so sold, in order that proper freight charges may be assessed by the second party, which charges the first party agrees to pay.

Article IX.

It is understood and agreed that this contract shall supersede and take the place of the said contract between the parties
184 hereto of date August 1, 1900, above referred to.

In witness whereof, the parties hereto have executed this

agreement in duplicate the date first above mentioned by their proper officers.

AZUSA ICE & COLD STORAGE COMPANY,
(Sgd.) By KASPAR COHN, *President, and*
(Sgd.) H. W. O'LEMRENY, *Secretary.*
SOUTHERN CALIFORNIA RAILWAY COMPANY,
(Sgd.) By W. E. HODGES,
General Purchasing Agent.

185 Interstate Commerce Commission.

Docket No. 3000. Date, 3, 29, 1910.
Exhibit No. 57. Witness, ——— ———.
Stenographer, Longley.

Contract Murphy W. I. & L. Co.

CHICAGO, *March* 16, 1910.

Mr. G. Holterhoff, Jr., Ass't Secretary and Treasurer, Los Angeles, Cal.

DEAR SIR: Referring to Secretary's contract No. 3727 and supplements A. B. C. D and E between the Atchison Company and Dan Murphy for supplying ice at Needles, required for company service between Mojave and Seligman, on which contract up to March 31st, 1909 we were paying a price of $5.0871 for ice, based on the cost of fuel oil at $1.6165 per barrel F. O. B. Needles.

Owing to the raise in freight rates on oil between Oil City and Bakersfield, effective March 31st, 1909, the price of oil changed to $1.6325 per barrel increasing the cost of ice .0224 per ton, making the price of ice as of March 31st, 1909 $5.1095 per ton.

I requested information from Mr. Healy as to whether we had collected from the Murphy Water, Ice and Light Company
186 the freight charges due this company on account of the increased cost in freight rate and he advises in his letter to me of March 8th that collection has been made in full.

Will you please, therefore, notify holders of the contract referred to that as of March 31st, 1909, the price of ice is increased as shown above.

Yours truly,

M. J. COLLINS,
Gen. Purchasing Agent.

LOS ANGELES, CAL., *Jan. 27th*, 1909.

Supplement "E" to Contract No. 3727.

Mr. A. G. Wells,
Gen. Mgr., Bldg.
Mr. I. L. Hibbard,
Gen. Supt., Bldg.
Mr. W. E. Bailey,
Gen. Auditor, Chicago.
Mr. W. J. Healy,
Auditor, Bldg.
Mr. R. H. Tuttle,
Supt., Needles.
Mr. J. E. Borman,
Frt. Traffic Mgr., Chicago.
Mr. W. G. Barnwell,
Gen. Frt. Agent, Bldg.
Mr. I. J. Custer,
Storekeeper, San Bernardino.

187

Mr. H. C. Phillips,
Chf. Ingnr., Bldg.
Mr. W. M. Catlin,
Purchasing Agt., Bldg.

DEAR SIR: Referring to contract my No. 3727 with its Supplements "A," "B," "C," and "D," between the Atchison Company and Dan Murphy, covering the furnishing of ice at Needles required for the company's use between Mojave and Seligman:

I now beg to hand you herewith copy of a letter from Mr. Hodges, dated January 23rd, 1909, increasing the price of ice to $5.0871 account advance in price of Oil.

Yours truly,

G. HOLTERHOFF.

LOS ANGELES, CAL., *Oct. 6th*, 1908.

Supplement "D" to Contract No. 3727.

Mr. A. G. Wells,
Gen. Mgr. Bldg.
Mr. I. L. Hibbard,
Gen. Supt. Bldg.
Mr. W. E. Bailey,
Gen. Auditor, Chgo
Mr. R. H. Tuttle,
Supt. Needles.
Mr. J. E. Gorman,
Frt. Traffic Mgr. Chicago.
Mr. W. C. Barnwell,
Gen. Frt. Agt. Bldg.

188

Mr. W. J. Healy,
Auditor, Bldg.
Mr. H. C. Phillips,
Chf. Engr. Bldg.
Mr. I. J. Custer,
Storekeeper, San Bernardino.
Mr. W. M. Catlin,
Purchasing Agt. Bldg.

DEAR SIR: Referring to Contract my No. 3727 with its Supplements A B and C, between the Atchison Company and Dan Murphy covering the furnishing of ice at Needles required for railroad use between Mojave and Seligman:

I now beg to quote you hereunder a letter received from Mr. Hodges under date of September 21st stating that the cost of ice to this company until further increase or decrease in price of fuel

will be $4.9961 which letter I have filed as Supplement "D" to the original contract:

"Referring to contract between the A. T. & S. F. Railway and Dan Murphy, Secretary numbers 3727, 3727-A and 3727-B. I find I overlooked notifying you of an increase in price of ice under this contract bases on the cost of fuel oil. You will please be advised that under date of Jan. 1st, 1908, the Murphy Water Ice & Light Company had on hand sufficient fuel oi-, costing them $1.2264 to make up 2135 tons of ice. Since that time this fuel has all
189 been used up and under their present price of oil, costing them $1.5515, the cost of ice to this Company, until further increase or decrease in price of fuel, will be $4.9961. For your information I wish to say that both the General Manager's office and General Storekeeper's office are aware of the increase in price."

Yours truly, G. HOLTERHOFF.

Subject: Fuel oil for Murphy ice plant at Needles;

LOS ANGELES, *October 30th*, 1905.

Mr. Dan Murphy, Laughlin Building, Los Angeles.

DEAR SIR: In my letter of October 17th relative to providing your ice plant at Needles with its fuel oil supply as called for in agreement with the A. T. & S. F. Railway Company dated December 1st, 1902, covering ice supply, I inadvertently stated that the Railway Company would furnish oil during the remaining
190 life of the agreement. I should have stated that the Railway Company will exercise its right under the contract to furnish your company with oil during the period of 2 years beginning January 1st, 1906, and ending January 1st, 1908, the price to be 25 cents per barrel, F. O. B. Bakersfield, as quoted in my previous letter. Will you kindly substitute this for my previous letter, above referred on this subject.

Kindly acknowledge receipt.

Yours truly, A. G. WELLS,
Gen. Mgr.

A True copy of a copy.

A. HEABON,
For Western Ass't Sec'y.

Copy.

Matters in Connection with Ice Contract.

LOS ANGELES, CAL., *February* 23, 1905.

Mr. Dan Murphy, Needles, Calif.

DEAR SIR: Referring to our conversation yesterday in re-
191 gard to the interpretation of contract and other matters in connection with ice contract dated December 31*st*, 1902, covering ice from the Needles plant.

With reference to the contractural requirements on your part as

to the amount of ice to be furnished, it is understood that the ice plant has been increased in capacity in accordance with the contract, and that we may demand, and you must furnish, twenty thousand tons of ice during any year December 1st to November 30th, during the life of the contract, until we may demand under the contract an additional tonnage and further increase in the plant.

It is further understood that we may demand the ice in such quantities, when, and as we require it, provided, however, that we may not demand more in the aggregate than an average daily output (60) (tons) will furnish; that is to say, it is understood that most of our icing is done in the months of March, April, May and June, while from December to February, inclusive, very little ice is needed. Up to December 31st, for example, we may demand eighteen hundred tons. Up to March 31st we may demand from you a delivery of seventy-two hundred tons, you either storing
192 during the period of small requirements, say, all of your surplus, or, if we should demand the maximum as above and you not have it on hand, or desired to ship in instead of storing, you will pay for said ice and transportation thereof in accordance with Article No. 1, Section No. 5.

With reference to Article No. 3, Section No. 5, it is agreed that we will continue the present price of four dollars ($4.00) per ton until May 1st. It is understood that your contract for oil runs until September 27th, 1905, instead of January 1st, 1905, as provided in the agreement. On the 1st of May, however, whether you are able to make lower contract or not, for the purpose of figuring the price of ice, we will use twenty-five cents ($.25) as the price of oil at the wells, with the usual freight charge, which has figured thirty-four cents ($.34), making the total cost of your oil after May 1st, (so far as contract is concerned), fifty-nine cents ($.59). The oil has been costing you eighty-four cents instead of eighty-two cents, as stated in contract, a difference of twenty-five cents per barrel between the cost on May 1st, 1905, and the date of contract. On the basis of five to seven, it is agreed that the price of ice will be thirty-five cents less or $3.65 per ton, from May
193 1st until September 30th, 1905. On or before September, 1905, we will get together again and agree upon the price of oil as it concerns this contract.

This letter is written in duplicate, and your acceptance hereon will constitute supplement to the contract above referred to.

Yours truly,

(Sgnd.) W. E. HODGES,

Gen. Purchasing Agent, Santa Fe System.

Accepted:

(Sgnd.) DAN MURPHY.

A true copy.

A. HEABON,

For Western Ass't Secretary.

194 *Copy of Contract, The Atchison, Topeka & Santa Fe Ry. Co., Western Ass't Sec'y's No. 3727.*

This agreement, made and entered into this first day of December, 1902, by and between Dan Murphy, of the City of Los Angeles, County of Los Angeles, State of California, first party, and The Atchison, Topeka and Santa Fe Railway Company, a corporation organized and existing under and by virtue of the laws of the State of Kansas, second party, witnesseth:

Article I.

That first party for and in consideration of the covenants and agreements hereinafter set forth on the part of the second party, the faithful keeping and performing of the same by it, and the payment to him of the money hereinafter mentioned, at the times herein stated, hereby agrees:

1. That during the term hereof he will sell and deliver, as hereinafter stated, to second party, at the Town of Needles, said
195 State of California, all ice required by it for use on its line of railroad from and including the Station of Mojave, in said State of California, to and including the Station of Seligman, in the Territory of Arizona, except at the Station of Barstow, prior to October 1st, 1910, provided that the quantity of ice required by second party shall not exceed the capacity of his ice plant at said Town of Needles, less two tons of ice per day for local consumption at said Town of Needles, during the first year of said term, and twenty thousand (20,000) tons annually thereafter, except at the written request of the second party as hereinafter provided, at and for the price of Four Dollars ($4) per ton; provided, however, that if the present cost to first party of fuel oi-, f. o. b. at said Town of Needles, shall be increased or decreased during the term thereof, then the selling price per ton mentioned above shall be increased or decreased as hereinafter stated.

2. That all ice sold by him to second party during the term herein stated shall be loaded on cars or placed in the ice-boxes of refrigerator cars, at his own expense, either at the ice plant or the ice houses in the said Town of Needles, as second party may from time to time direct, and the placing of a car or cars for loading or icing
196 at either the ice plant or any ice house by second party shall be deemed a direction by second party.

3. That he will not sell ice to any other railway company or companies, or to any other refrigerator car-line or car-lines, or ship any ice out of said Town of Needles to any person or persons without the consent thereto of the General Purchasing Agent of second party, in writing, first had and obtained.

4. That all ice furnished to second party by him under the terms of this agreement shall be subject to the inspection of second party before acceptance thereof by it, and unless such ice is hard, well

manufactured and suitable for the purposes of the second part-, second party shall have the option to accept or reject the same.

5. That if in any year during the term hereof he shall fail to supply or furnish all ice demanded by second party for that year, within the limits herein provided, and such failure is not due to or caused by strikes, fires, or other causes beyond his reasonable control, the first party shall pay to second party the difference between
$6 per ton and the price which second party shall necessarily
197 have to pay for ice purchased elsewhere to supply its needs
on the portion of its line or railroad covered by this agreement because of such failure, together with one-half cent per ton as freight for each and every mile second party shall be compelled to haul and transport the ice so purchased and shall stand the meltage on such ice in transit.

6. That within one year from the date hereof he will increase the present capacity of his ice plant at said Town of Needles to such an extend as will enable him to manufacture at least thirty (30) tons of ice per day more than he can now manufacture, and if at any time thereafter second party shall deem further increase in the capacity of said plant necessary to meet its requirements on the portion of its line of railroad covered by this agreement, then and in such event he will, upon demand therefor in writing made upon him by second party, make, within one year from the date of such demand, such further increase in the capacity of said plant as second party shall deem necessary, and to the extent that it will agree to take the product of such increased capacity, or agree to the cancellation of this contract.

7. That if at any time during the term hereof the ice plant
198 of first party shall be damaged or destroyed by fire, he will,
as soon as it is possible for him to do so, repair said damage and reconstruct said ice plant to the end that the interruption of the supplying of ice to second party by him shall be reduced to the shortest practicable period of time.

8. That he will, upon presentation of bills therefor, pay second party for all repairs to said plant and machinery thereof requested by him and made by it, on the basis of the cost to second party of making such repairs and fifteen per cent additional for use of tools and supervision of the work.

Article II.

That second party, for and in consideration of the covenants herein contained on the part of the first party, and the faithful keeping and performing of them by him, hereby agrees:

1. That it will purchase of and from first party all ice required by it for use on its line of railroad, as hereinbefore specified, during the term hereof, and pay therefor the sum of Four Dollars ($4) per ton, delivered on cars or in the boxes of refrigerator cars as hereinbefore stated, which said price per ton shall be increased or
199 decreased as hereinafter stated.

2. That first party is hereby granted the privilege of sup-

plying the inhabitants of said Town of Needles with ice to the extent of not exceeding two (2) tons per day, and that if by reason of supplying such quantity of ice to the inhabitants of said town first party shall fail, at any time during the term hereof, to the extent of the quantity supplied to said inhabitants of said town under the provisions of the clauses which require him to furnish second party with the quantity of ice demanded by it, such failure shall not subject him to the penalty prescribed in paragraph 5, Article I, hereof.

3. That if at any time during the term hereof second party shall consent, in accordance with the terms hereof, to first party's shipping any quantity of ice away from said Town of Needles, then and in such event the failure of first party, at any time during the term hereof, to supply second party with the quantity of ice demanded by it, by reason of shipments made under such consent, shall not, to the extent of the ice shipped under such consent subject him to the penalty imposed by paragraph 5 of Article I hereof.

4. That it will, on or before the twentieth day of each and
200 every month during the term hereof, pay first party for all ice delivered by him to it in accordance with the terms hereof and accepted by it during the next preceding month.

5. That if at any time during the life of this contract it shall become necessary to make any change or changes in any existing track or tracks of second party at said Town of Needles, or to provide any new track or tracks at said place, for the purpose of enabling first party to enlarge his said ice plant, in the carrying out of this agreement, then and in either event such change or changes shall be made, and such track or tracks shall be built by second party, at its own sole cost and expense.

6. That it will, to the best of its ability, give first party accurate information in advance of time of arrival at Needles, of cars to be iced, and if in order to avoid delay to traffic, second party shall require first party to have ice on platforms at ice houses ready to ice cars immediately when placed, shrinkage of ice by meltage so placed on platforms subsequent to time given in notice of arrival, if cars are late, shall be at the expense of second party.

7. That it will, during the life of this contract, make such
201 small repairs to said plant of first party, and the machinery thereof as it can undertake without interference with its own work, provided, first party shall request it so to do and pay for such repairs on the basis of the cost thereof to second party and fifteen per cent additional for use of tools and supervision of the work.

Article III.

For and in consideration of the covenants herein contained on the part of the parties hereto, respectively, it is mutually agreed:

1. That if at any time during the term hereof first party, by reason of fires, strikes, or other causes beyond his reasonable control, shall be unable to furnish to second party ice demanded by it under and in accordance with the terms of this contract, then and in such event first party shall be and is hereby released from furnishing

such ice during such periods of time, and no penalty shall be incurred by him by reason of such inability; provided, that in case of fire which shall either damage or destroy the ice plant of first party, first party shall repair said damage or reconstruct said plant at the earliest practicable time.

202 2. That on and after the first day of January,1905, second party may, if it shall so desire, furnish first party such fuel oil as he may require for the operation of his ice plant at said Town of Needles provided it shall furnish such oil at the price or prices at which any other responsible party or parties may be willing to furnish same for.

3. That if either party hereto shall fail to keep and perform any of the covenants and agreements herein contained, according to their true intent and purpose, and such failure shall continue for a period of thirty (30) days after notice in writing of such failure and the nature of same is given, the party giving such notice may cancel and terminate this contract.

4. That the term of this agreement shall be ten (10) years from and after the first day of December, 1902, unless sooner terminated in the manner hereinbefore provided.

5. That so long as the cost of fuel oil to first party shall be and remain at eighty-two (82) cents per barrel, f. o. b. at said Town of Needles, and selling and purchase price of ice furnished by first party to second party under the terms of this agreement shall be and remain Four Dollars ($4) per ton delivered as aforesaid; but if at any time the cost of such fuel oil shall increase or decrease,

203 then the said selling and purchase price of such ice shall be increased or decreased at the ratio of five (5) to seven (7); that is to say, for every five cents per barrel, f. o. b. at said Town of Needles, increase or decrease in the cost of such fuel oil, the price per ton for ice shall be increased or decreased seven cents.

6. That on all sawdust to be used by first party in packing ice at said Town of Needles the rate for transportation thereof, from either the towns of Flagstaff or Williams, in the Territory of Arizona, to the said Town of Needles, or from any point on the line of second party's railway between said towns in said Territory and said Town of Needles, shall be Two Dollars ($2) per ton, in carload lots with a minimum weight of ten (10) tons per car.

In witness whereof, the parties hereto have executed this agreement, in duplicate, the day and year first above written.

THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY,

(Signed) By W. E. HODGES, *Gen'l Purchasing Agent.*
(Signed) DAN MURPHY.

This contract is approved as to its form.
(Sgd.) C. N. STERRY, *Solicitor.*

A true copy:
(Sgd.) A. HEABON,
For Western Ass't Sec'y, Los Angeles, 3-26-1903.

204 Interstate Commerce Commission.

Docket No. 3000.
Comp's Exhibit No. 58.
Stenographer, Longley.

Date, 3, 29, 1910.
Witness, —— ——.

57169.

LOS ANGELES, CAL., *Dec.* 4, 1908.

Supplement "D" to Contract No. 4651.

Mr. A. G. Wells,
Gen. Mgr., Bldg.
Mr. I. L. Hibbard,
Genl. Supt., Bldg.
Mr. W. E. Bailey,
Genl. Auditor, Chicago.
Mr. W. J. Healy,
Auditor, Bldg.
Mr. H. C. Phillips,
Ch'f Eng'r, Bldg.
Mr. E. J. Gibson,
Supt., Winslow.
Mr. J. S. Leeds,
Mgr. S. F. R. D. Co., Chicago.
Mr. I. J. Custer,
Storekeeper, San Bernardino.
Mr. J. E. Gorman,
Frt. Traffic Mgr., Chicago.
Mr. W. G. Barnwell,
Gen. Frt. Agt., Bldg.

DEAR SIR: Referring to contract my No. 4651, copy of which you hold, between the Atchison Company and A. P. Maginnis, covering the furnishing of ice for icing refrigerator cars at Winslow, assigned to the Navajo Ice & Storage Company under
205 supplemental agreement, my No. 4651-A, said contract being further modified by Supplements "B" and "C:"

I now beg to hand you herewith copy of a letter from Mr. Hodges to myself, dated November 27, 1908, which I have filed as Supplement "D" to said contract, fixing the price of Ice commencing October 1st at $3.255 based on coal at $3.85, delivered.

Yours truly,
(Signed) G. HOLTERHOFF, JR.

Enc.
A. H.—D.
C. C.—W. E. H.

Contract, Sec'y's No. 4651-D.

Santa Fe Route,
West of Albuquerque.

Ice—Navajo Ice & Cold Storage Co.

CHICAGO, *November* 27, 1908.

Mr. G. Holterhoff, Jr., Ass't Secretary & Treasurer, Los Angeles, Cal.

206 DEAR SIR: Referring to the contract which we have with the Navajo Ice & Cold Storage Co., Secretary's No. 4651, covering the supplying of ice at Winslow, which contract is based on

a price of $2.70 per ton for the ice based on coal costing $2.00 per ton, with a three cent increase or decrease in the price of ice for each ten cent increase or decrease in the price of coal. As of August 1st, 1908, the cost of coal at Winslow for the manufacturer of this ice was based on a freight rate of $2.35 freight and $1.50 per ton for the coal, making the total cost $3.85, which would correct the price of ice to this Company to $3.255. However, on that date the Navajo Ice & Cold Storage Company had on hand 1,786 tons of ice made with coal costing them $4.85 per ton, which ice was issued with the exception of 440 tons during the month of August and invoiced us at $3.63. During September the balance of the 440 tons, together with 171.1 tons additional, was supplied this Company, the latter tonnage being paid for at the rate of $3.255. Consequently, with the 1st of October the ice to this Company, under the contract, is $3.255, based on coal at $3.85 delivered.

207 Yours truly,

(S'g'd) W. E. HODGES.

(A true copy.

A. HEATON,
For Western Ass't Sec.)

F. E. C.—D.
C. C.—Messrs. I. J. Custer, A. G. Wells, W. J. Healy.

208 Interstate Commerce Commission.

Docket No. 3000. Date, 3, 29, 1910.
Comp's' Exhibit No. 59. Witness, —— ——.
Stenographer, Longley.

(Copy.)

16996.

LOS ANGELES, CAL., *May 15th*, 1906.

Assignment of Contract No. 4651 *to Navajo Ice & Cold Storage Co.*

Mr. A. G. Wells,
General Manager, Bldg.
Mr. I. L. Hibbard,
Gen. Supt., Building.
Mr. W. E. Bailey,
Ass't Gen. Auditor, Chicago.
Mr. R. B. Burns,
Chief Eng'r, Bldg.
Mr. E. J. Gibson,
Supt., Winslow.
Mr. W. E. Hodges,
Gen. Purchas. Agt., Chicago.
Mr. J. S. Leeds,
Mgr., S. F. R. D. Co., Chicago.
Mr. J. E. Gorman,
F. T. M., Chicago.
Mr. W. A. Bissell,
A. T. M., San Francisco, Cal.
Mr. W. G. Barnwell,
G. F. A., Building.

DEAR SIR: Referring to my joint letter of March 22nd with which I enclosed copy of a contract between The A. T. & S. F. Ry.

Co., and A. P. Maginnis, my No. 4651, covering the furnish-
209 ing of ice at Winslow for icing refrigerator cars: I now hand you herewith a copy of the assignment of said contract to the Navajo Ice & Cold Storage Company, which I have filed as supplement "A" to contract No. 4651.

Yours truly,

(Signed) G. HOLTERHOFF, Jr.

A. H.—P.
Encl.

(Copy.)

Contract, Sec't'y's No. 4651-A.

Santa Fe Route,
West of Albuquerque.

Assignment of Contract.

Los Angeles, Cal., *Nov. 2nd,* 1904.

For value received, I hereby sell, assign, set over and convey to The Navajo Ice & Cold Storage Company, the ice manufacturing plant at Winslow, with all its appurtenances, together with the contract between The Atchison, Topeka & Santa Fe Railway Company and myself, for the supplying of ice to that railway company,
210 including the lease of the ground from the railway company upon which the plant is situated, and all other property connected with or to be used in connection with the ice manufacturing plant at Winslow, Arizona, and request that The Navajo Ice & Cold Storage Company make issue of its capital stock as follows:

996 shares to A. P. Maginnis, 1 share to Frank A. Maginnis, 1 share to Chas. E. Jewett, 1 share to W. H. Burbage, and 1 share to F. W. Nelson.

(Signed) A. P. MAGINNIS.

Consent to Assignment.

The undersigned hereby consents to an assignment by A. P. Maginnis to the Navajo Ice & Cold Storage Company, a corporation organized and existing under the laws of the Territory of Arizona, of a certain contract made by the undersigned with said A. P. Maginnis, dated December 1, 1904, and designated in the file records of the undersigned as "Secretary's No. 4651," upon condition that the assignee above named shall assume all the obligations imposed upon said A. P. Maginnis by said indenture, and faithfully
211 keep and perform the conditions thereof.

Dated this 15th day of April, 1905.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,

(Signed) By E. P. RIPLEY, *Its President.*

Acceptance of Assignment.

On account of the advantages to be derived by it therefrom, the Navajo Ice & Cold Storage Company, a corporation organized and existing under the laws of the Territory of Arizona, for itself, its successors and assigns, does hereby accept from A. P. Maginnis an assignment of the contract described in the foregoing consent, upon and subject to all of the terms and conditions expressed in said contract, hereby assumes all obligations imposed thereby upon said A. P. Maginnis, and agrees faithfully to keep and perform each and every covenant of A. P. Maginnis contained in said contract.

Said contract is hereby referred to and made a part hereof.

212 In witness whereof, it has caused this acceptance to be executed by its officers thereunto duly authorized by a resolution of its Board of Directors, this 15th day of April, 1905.

NAVAJO ICE & COLD STORAGE COMPANY,

(S'g'd) By A. P. MAGINNIS, *Its President.*

Attest:
CHAS. E. JEWETT,
Its Secretary.

Approved as to form.
T. J. NORTON, *Solicitor.*

A true copy.
(Signed) A. HEATON,
For Western Ass't Sec.

213 Interstate Commerce Commission.

Docket No. 3000. Date, 3, 29, 1910.
Comp's' Exhibit No. 60. Witness, —— ——.
Stenographer, Longley.

(Copy.)

X-69596.

CHICAGO, ILL., *Dec.* 4, 1909.

Supplement "F" to Contract No. 4651.

Mr. G. Holterhoff, Jr., Western Ass't Treasurer, Coast Lines, Los Angeles, Cal.

DEAR SIR: This will acknowledge receipt of your letter of November 23rd enclosing a copy of Supplement "F" to Contract No. 4651 between A. P. Maginnis and the Atchison Company covering the icing facilities at Winslow, Arizona.

Yours truly,
(Signed) J. S. LEEDS.

214 (Copy.)

LOS ANGELES, CAL., *Nov.* 23, 1909.

Supplement "F" to Contract No. 4651.

Mr. M. J. Collins,
Gen. Purchas. Agt., Chicago.
Mr. H. E. Ray,
Storekeeper, San Bernardino.
Mr. J. S. Leeds,
Mgr., S. F. R. D. Co., Chicago.
Mr. J. E. Gorman,
Frt. Traffic Mgr., Chicago.
Mr. E. Chambers,
A. F. T. M., San Francisco.
Mr. W. G. Barnwell,
Gen. Frt. Agt., Bldg.
Mr. A. G. Wells,
General Mgr., Bldg.
Mr. I. L. Hibbard,
Genl. Supt., Bldg.
Mr. W. E. Bailey,
Genl. Auditor, Chicago.
Mr. W. J. Healy,
Auditor, Bldg.
Mr. H. C. Phillips,
Ch'f Eng'r, Bldg.
Mr. E. J. Gibson,
Supt., Winslow.

DEAR SIR: Referring to contract my No. 4651 with its various supplements, copies of which you hold, between A. P. Maginnis and the Atchison Company (assigned under No. 4651-A to The Navajo Ice and Cold Storage Company):

I now beg to hand you herewith copy of an agreement between the Atchison Company, the Navajo Ice & Cold Storage Company and the Winslow Electric Light & Power Company, dated
215 Nov. 30th, 1909, modifying said contract as to termination of same, purchase price of the Ice Plant, etc., which agreement I have filed as Supplement "F" to contract my No. 4651.

Yours truly,
(Signed) G. HOLTERHOFF, JR.

Enc.
D.
C. C.—W. E. H. W. J. B. J. J. B.

Copy.

Contract, Sec'y's No. 4651-*F.*

Santa Fe Route, West of Albuquerque.

This agreement, made this 30th day of November, 1909, among The Atchison, Topeka and Santa Fe Railway Company, a corporation organized under the laws of the State of Kansas, hereinafter called the Railway Company, first party, The Navajo Ice &
216 Cold Storage Company, a corporation organized under the laws of the Territory of Arizona, hereinafter called the Ice Company, second party, and the Winslow Electric Light and Power Company, a corporation organized under the laws of the Territory of Arizona, hereinafter called the Power Company, third party, witnesseth:

Whereas, under date of December 1, 1904, the Railway Company entered into an agreement with A. P. Maginnis, of Los Angeles, California, providing for the erection of an ice plant and the furnishing of ice to the Railway Company at Winslow, Arizona; and

Whereas, said contract between the Railway Company and A. P. Maginnis was assigned by A. P. Maginnis to the Ice Company, said assignment being accepted by the Ice Company, under date of April 15, 1905, and consented to by the Railway Company on said date; and

Whereas, under Article III, Section 12, of said contract of December 1, 1904, the Railway Company has the right at the expiration of any period of five years during the term thereof
217 to cancel said contract upon purchasing the plant from Ice Company at cost: and

Whereas, the Ice Company, in connection with the Winslow Electric Light & Power Company has established, in addition to the business of furnishing ice to parties at Winslow other than the Railway Company, and has entered into a cold storage and electric light business; and

Whereas, because of possible new and improved methods of manufacturing ice and of furnishing refrigeration to refrigerator cars, the business of manufacturing ice and furnishing refrigeration at a point so situated geographically as Winslow is somewhat uncertain as a safe commercial undertaking, and it is not considered good, safe business policy commercially to figure on the life of an ice plant for a period longer than ten years; and

Whereas, in consideration of the foregoing things recited the Railway Company and the Ice Company desire to modify and supplement said agreement dated December 1, 1904; and

Whereas, by reason of the carrying out of the terms
218 of this said agreement of December 1, 1904, and the terms of this agreement hereinafter set forth, the Power Company will derive special benefits.

Now, therefore, this agreement, witnesseth:

Article I.

That in consideration of the matters and things hereinbefore recited and of the mutual benefit which will accrue to them by reason of the carrying out of the provisions of this agreement, the Railway Company and the Ice Company hereby mutually agree:

1. That the terms and conditions of said contract of December 1st, 1904, are hereby continued in force during the time this agreement shall be in force except as said terms and conditions are hereinafter supplemented or modified.

2. That the cost of the plant of the Ice Company and of the plant of the Power Company is, for the purpose of this agreement, $90,000.00.

3. That the gross earnings of the ice plant arising not only

out of the contract of December 1, 1904, for the furnish-
219 ing of ice and refrigeration to the Railway Company, but also from the sales of ice and refrigeration to third parties and the sales of electric lighting and power shall be consolidated, and from these gross earnings there shall be deducted the total cost of operating the combined plants and business, which cost shall be understood to mean every necessary expenditure required for the operation, maintenance, repair and renewal of the ice plant and the electric light plant and appurtenances, insurance, taxes, assessments, and all claims and liabilities against the Ice Company arising out of such operation, maintenance, renewal and repair which the Ice Company may pay or be compelled to pay and which may be chargeable to the operation of the plant and the business of furnishing ice and refrigeration to refrigerator cars and of delivering ice and cold storage to third parties, and of furnishing electric light and power; and the surplus, if any, after deducting said cost of operating shall be passed to the credit of an account to be called "Income Account."

4. That the Ice Company shall maintain and keep a full and complete set of books showing in detail the sales of ice, refrigera-
220 tion, cold storage, electric light and power, and any other income of the business, and to show in detail accurately all of the operating costs and expenses and the financial condition of the Company, which books shall at all times be open to the inspection of a representative of the Railway Company. In these books there shall be an account to be called "Capital Account" opened to represent the cost or value of the plant which the Railway Company shall ultimately pay therefor. To this account shall be charged the Ninety Thousand Dollars ($90,000.00), representing the value of the plant, and out of the Income Account there shall be annually, as of date the 30th day of November, credited to this account the sum of Nine Thousand Dollars ($9,000.00), which sum shall be paid annually to the stockholders of the Ice Company, or thrown into sinking fund.

5. That there shall also be charged annually, as of date the 30th day of November, to Income Account a sum equal to six per cent interest on the net debit in Capital Account, as of date the preceding 1st day of December, as payment of interest thereon to the Ice Company, which amount shall be paid or credited annually
221 to the stockholders of the Ice Company, or thrown into sinking fund; and there shall also be charged annually, as of date the 30th of November, to Income Account, an amount equal to twenty per cent of the net debit in Capital Account, as of date the preceding 1st day of December, which amount shall be paid or credited annually to the stockholders of the Ice Company, or thrown into sinking fund. Any surplus then remaining to the credit of Income Account shall be annually credited to Capital Account, thereby reducing the so called Capital Account. It is understood that the amounts to be paid to the stockholders of the Ice Company as six per cent interest and as twenty per cent profits shall be cumulative.

6. That Section 4, Article II of said contract dated December 1, 1904, is amended so as to provide that the Ice Company will, within a reasonable time after written demand is made by the Railway Company, increase the capacity of the ice plant and furnish additional equipment for the electric light plant to the extent required and demanded by the Railway Company; provided, however, that such increase shall be made under the direction of and with the approval of the management of the Railway Company and the Rail-
222 way Company will cause the Santa Fe Land Improvement Company, a corporation, to bear the cost and expense of all such additions to the ice plant and electric light plant.

7. That at the expiration of the year ending November 30th in which the credits to the aforesaid Capital Account as herein provided, shall have equalled and entirely balanced off the original charge to that account of $90,000.00, this agreement and said contract of December 1, 1904, shall terminate, and thereupon the Ice Company will at once cause all of the outstanding shares of its capital stock and all of such shares of the Power Company to be transferred and set over unto the Santa Fe Land Improvement Company, to be and become the sole property of said last mentioned Company.

8. That this contract and said contract of December 1, 1904, shall be and remain in force until terminated as hereinbefore provided and shall be binding upon the Railway Company, the Ice Company and their respective successors and assigns.

Article II.

In consideration of the benefits which it will derive from
223 the carrying out of the terms of this agreement, the Power Company hereby agrees with both the Railway Company and the Ice Company that all of the provisions of this agreement relating to the Power Company and its business shall be faithfully performed and observed by the Power Company, are binding upon it and its successors and assigns, and that it will co-operate with the Ice Company and the Railway Company in every way necessary to the complete and faithful carrying out of the terms hereof.

Article III.

For the consideration stated it is mutually understood and agreed among all the parties hereto that nothing in this contract or in the contract of December 1, 1904, either expressly or by implication binds the Railway Company to guaranty either to the Ice Company or to the Power Company any profits whatever on the business of conducting and operation of said plants — shall produce a profit.

In witness whereof the parties hereto have duly executed this

agreement in triplicate the day and year first above written.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,
(Signed) By W. E. HODGES, *Its Vice-President, First Party.*
THE NAVAJO ICE AND COLD STORAGE COMPANY,
(Signed) By A. P. MAGINNIS, *Its President, Second Party.*
WINSLOW ELECTRIC LIGHT AND POWER COMPANY,
(Signed) By A. P. MAGINNIS, *Its President, Third Party.*

A true copy,
(Signed) G. E. DE WITT,
For Western Ass't Secretary.

Interstate Commerce Commission.

Docket No. 3000. Date 3-29-1910.
Comp's Exhibit No. 61. Witness, —— ——.
Stenographer, Longley.

Indenture, made this 1st, day of December 1904, between The Atchison, Topeka and Santa Fe Railway Company, a corporation organized and existing under the laws of the state of Kansas, first party, and A. P. Maginnis, of Los Angeles, California, second party.

Whereas, the first party owns and operates a line of railway in and through the station of Winslow, County of Navajo, Territory of Arizona, and in the operation of said railway uses large quantities of ice at said Winslow Station, and at other points along the line of said railway, for icing refrigerator and other cars, and for other purposes; and

Whereas, the second party is engaged in the business of manufacturing ice, and desires to install at said Station of Winslow a plant for the purpose of supplying ice to the first party;

Now therefore, This Indenture Witnesseth:

Article I.

In consideration of the premises and of the covenants of the second party by him to be kept and performed, the first party covenants and agrees to and with the second party as follows:

1. That it will furnish to the second party a site upon its station grounds at said Station of Winslow, County of Navajo, Territory of Arizona, for the erection of a plant for the purpose of manufacturing, storing and distributing ice, and will permit the second party to use such site upon and subject to the terms of an indenture of lease to be entered into between the parties hereto.

2. That it will purchase of and from the second party all ice required by it on its line of railroad at said Station of Winslow for icing refrigerator cars, and for other purposes for which it may

desire to use ice at said Station, and during the term hereof will pay to the second party therefor the rates hereinafter specified; and that the quantity of ice to be purchased by the first party of the second party shall not be less than ten thousand (10,000) tons per annum, unless failure of or serious damage to the fruit crop of California shall render it unnecessary to use said quantity.

3. That it will haul free over the railway lines owned,
227 leased, controlled or operated by it all materials which shall be necessary to be used in the construction of the ice plant proposed to be constructed by the second party, or materials necessary to be used in any extension of or addition to such ice plant, and that it will transport free of charge to the second party over the railway lines owned, leased, controlled or operated by it such laborers as shall be employed by the second party in the construction of, or in making extensions of or additions to said ice plant; provided however, that it shall not be liable for damage to materials, or injury to laborers moving under such free transportation, unless such damage or injury shall result from the gross carelessness of the first party, its agents, servants or employés.

4. That it will switch to and from the plant proposed to be constructed by the second party all cars to be loaded with ice, and will place such cars in a convenient location for the prompt and efficient icing of such cars and handling of the ice to be placed therein, free of charge to the second party.

5. That it will at all times furnish, or cause to be furnished, to the second party all water required by him for and in con-
228 nection with the operation of the plant proposed to be constructed by the second party at the price of four (4) cents per thousand gallons, delivered to the connection of the pipes to be laid by the second party with the water mains of the first party, unless said first party shall be unable to furnish said water on account of strikes, flood, fire or other cause beyond its control; provided, however, that the second party may by the use of a cooling tower or by other means conserve and return to the tanks of the first party any water which has been used by the second party and after such is still suitable for the requirements of the first party; and that for all water so returned to me by the first party (as such amount shall be determined by a meter set and maintained by and at the expense of the second party), and said second party shall be credited at the rate of four (4) cents for each one thousand (1,000) gallons, it being expressly understood that the second party shall pay for only the net amount of water used by him.

Article II.

In consideration of the premises and of the agreements of the first party hereinbefore set forth, the second party stipulates
229 and agrees.

1. That he will at his own and entire cost and expense construct, locate and equip upon the premises to be leased to him by the first party an ice plant having a capacity of twenty thousand (20,000) tons of ice annually, and to have the same in full opera-

tion and turn out ice at the rate of not less than fifty (50) tons daily on or before six months from date hereof.

2. That he will so erect the plant as to location and construction that the capacity of the plant may be doubled if demanded by the said party of the first part as provided herein.

3. That he will install such water and sewer pipes, drains, reservoirs, etc. as may be necessary to connect with the existing water and sewer pipes of the first party, at his own sole cost and expense, the intent of this paragraph being that the second party shall bear the necessary expense in the installation of a complete plant except the land, the use of which is to be granted by the first party to the second party free of cost to the second party.

4. That he will, within one (1) year after written demand is made by the first party, increase the capacity of the plant to
230 the extent required and demanded by the first party; provided, however, that the first party shall, when the capacity of such plant shall have been increased, be required to purchase from the second party a quantity of ice in excess of that provided to be purchased by the first party hereunder, by an amount of 50% of the increase of the capacity of the plant.

5. That he will install such machinery as may be necessary for the prompt handling of ice from said ice house to refrigerator cars to be iced at said station, and will promptly, to the satisfaction of the said first party, ice all refrigerator cars which the first party shall desire to have iced at said station; provided, that the amount of ice required to be furnished by said second party shall not exceed twenty thousand (20,000) tons in any one year of this agreement, unless the capacity of the plant shall be increased as provided herein, when the maximum to be furnished under this agreement shall be increased by mutual agreement.

6. That the construction work done by the second party shall be under the supervision and with the approval of the Chief Engineer of the first party, except as to the construction and installation of the ice-making machinery.

231 7. That if the first party shall at any time during the term hereof demand in writing the installation of a cooling tower of first-class modern construction, the second party will within three months after the receipt of such demand install, and thereafter, during the term he shall operate such plant, maintain a first-class cooling tower of modern construction such as is used in ice plants of modern construction for the purpose of conserving water and of permitting water used in the operation of said ice plant to be returned to the first party for use in its engines or otherwise.

8. That he will, at his own expense and for the purpose of determining the net amount of water furnished by the first party to the second party hereunder, install two water meters, when cooling tower is not in use and one meter when cooling tower is used, said meters to be of such style and capacity as may be approved by the Chief Engineer or General Manager of the first party, and during the time he shall operate such plant he will keep said water meters in proper repair, and should the second party fail at any time to keep such water meters in repair, the first party shall have the right

to make repairs as may be necessary to place said meters in
232 first-class condition, and the entire cost and expense of such repairs shall be paid by the second party to the first party upon presentation to him of bills therefor.

9. That the second party will not assign this indenture or any part or interest herein or hereunder or sublet the whole or any part of the plant proposed to be constructed by the first party or the warehouses or storagehouses to be used in connection therewith without the written consent and approval of the President of the first party.

Article III.

It is mutually understood and agreed:

1. That the price to be charged by the second party and paid by the first party for the ice furnished to the first party hereunder shall be Two Dollars and seventy cents ($2.70) per net ton of two thousand (2,000) pounds for each ton up to but not including thirty thousand (30,000) tons per year, and when the ice furnished to the first party during any calendar year shall have amounted to thirty thousand (30,000) tons, then the charge for said 30,000 tons and for all ice furnished thereafter during such year, shall
233 be Two Dollars and fifty cents ($2.50) per ton of two thousand (2,000) pounds; provided however, if the first party shall so elect it may pay at the rate of Two Dollars and Fifty Cents ($2.50) per ton for the full amount of thirty thousand (30,000) tons provided for herein regardless of the quantity of ice under 30,000 tons which may have been used by said first party during any one year. And that the ice furnished by the second party to the first party at the rate hereinbefore mentioned shall be delivered into the ice boxes of the refrigerator cars of the first party on the tracks of the first party at said Station of Winslow or loaded in cars placed by the first party at the plant of the second party, as said first party may elect, and net weights to govern all deliveries; provided, however, that the rates hereby fixed are based upon the rates of four (4) cents per thousand gallons for water delivered to the second party at the connection with the water pipes of the first party; and Two Dollars ($2.00) per ton for coal delivered on cars to a location convenient to the plant of the second party, and, provided, further, that should the cost of coal delivered on board cars at the plant of the second party, increase or decrease above or below the said estimate cost of Two Dollars ($2.00) per ton, the
234 amount to be paid by the first party for ice delivered to it by the second party as herein provided shall be increased or decreased at the proportionate rate of three cents per ton of ice for each ten cents of increase or decrease in the cost of coal above or below Two Dollars ($2.00) per ton. For the purpose of determining such extent of increase or decrease, and agreeing thereupon, the books of the second party, so far as they may show the cost of coal, shall at all times be open to the inspection of the first party.

2. That if the second party shall at any time during the term hereof, unless storage is full, without the consent of the first party, fail or refuse to operate such plant for a period of ten days, said

first party may take possession of said ice plant and operate said plant for its own sole benefit and use, and use the products thereof in its refrigerator cars and for other purposes, and shall pay and the second party shall receive as full compensation for such use, an amount annually at the rate of 3% per annum based upon the valuation of the plant, to be agreed upon, not to exceed, however, the total amount invested therein by said second party; said first party paying insurance, taxes and repairs. If said first party shall
235 proceed to act as above, said second party shall execute a lease to said first party in accordance with this section for the remaining period of this agreement.

3. That the second party will not sell ice to any other railway company or companies or to any other refrigerator-car line or car lines or ship ice out of said Town of Winslow to any person or persons, firms or corporations, without the written consent and approval thereto of the General Purchasing Agent of the first party in writing first had and obtained; and that the first party will not, during the time this indenture shall be in force, purchase ice for use at any of its stations between points on the line of its railway including the town of Ash Fork, Arizona, and extending to, but not including the town of Isleta, New Mexico, or ice for the purpose of icing cars, owned, controlled or operated by the first party at any of said stations from any persons, firm or corporation other than the second party without the consent thereto of the second party in writing first had and obtained, unless the second party shall be unable to or shall fail to furnish to and deliver on board the cars of the first party at said Town of Winslow ice of a quality
236 satisfactory to and in quantities which shall meet the requirements of the first party, in accordance with the terms of this indenture; provided, however, that should the second party, with the consent of the first party sell or in any manner dispose of ice to other persons, firms or corporations than the Railway Company the total amount of the ice so sold or disposed of by the second party during any year shall be deducted from the maximum quantity of ice which the second party is required by the terms hereof to furnish the first party during such year.

4. That all ice furnished to the first party by the second party under the terms of this agreement shall be subject to the inspection of the first party before acceptance thereof by it, and unless such ice is hard, well manufactured and suitable for the purposes of the first party, said first party shall have the option to accept or reject such ice.

5. That if at any time during the term hereof the ice plant proposed to be operated by the second party shall be damaged or destroyed by fire, the second party will, as soon as it is possible for him to do so, repair such damage and construct such ice plant to the end that the interruption of supplying to the first party
237 by the second party of such ice shall be reduced to the shortest practicable period of time, however, that the first party agrees to haul free of cost to the second party over railway lines owned, leased, controlled or operated by it such materials as are necessary to repair or reconstruct such plant, provided such repairs

or reconstructions are made necessary by the damage to or destruction of said plant by fire.

6. That the first party will, to the best of its ability, give to the second party accurate information in advance of the time of arrival at Winslow of the cars to be iced, and if, in order to avoid delay to traffic, the first party shall require the second party to have ice on the platform at ice houses ready to ice cars immediately when placed for icing, shrinkage by melting of the ice so placed on platform shall not be taken into consideration unless the cars to be iced shall fail to arrive within two hours of the time of which the first party shall have given notice to the second party; provided, however, that if such cars shall fail to arrive within two hours of the time specified in such notice from the first party to the second party, then the shrinkage by meltage of ice placed by the second party at the request of the first party at or subsequent to the time
238 specified in such notice of arrival shall be computed from the time when such cars were due to arrive, and the expense of such shrinkage by meltage shall be borne by the first party.

7. That if at any time during the term hereof the second party, by reason of fire, strike or other causes beyond his control, shall be unable to furnish the ice required or demanded by the first party under and in accordance with the terms of this indenture, then and in such event the second party shall be and is hereby released from furnishing such ice during the period or periods of time, and no penalty shall be incurred by reason of such inability, provided that in case of fire, which shall either damage or destroy such ice plant, the second party shall repair such damage or reconstruct such plant in the shortest time practicable. It being understood between the parties that the exemption from liability of said second party shall not relieve the first party from its obligations to continue taking such ice whenever the second party is able to resume delivery of ice, provided such delivery is resumed within the shortest time practicable and within a period of five (5) months from date of stoppage.

239 8. That on all sawdust to be used by the second party in packing ice at said Town of Winslow, the rate for transportation thereof from either the Towns of Flagstaff or Williams, in the Territory of Arizona, to said Town of Winslow or from any other point along the line of railway of the first party between said Towns and the Town of Winslow, shall be One Dollar and Fifty Cents ($1.50) per ton in carload lots of a minimum of ten (10) tons per car.

9. That if in any year during the term hereof and prior to any increase in plant as provided herein the second party shall fail to supply of furnish all the ice demanded (provided such demand shall not be greater than 20,000 tons in any one year) by the first party during such year in the manner, at the time required and the rates hereby fixed, the second party shall, unless such failure is due to or caused by fire, strikes or causes beyond the second party's reasonable control, pay to the first party the difference between the rates hereby fixed and the price which the first party

shall necessarily have to pay for ice purchased elsewhere to supply any of its needs at the stations on its railway including Ask Fork and extending to but not including its station of Isleta, New Mexico, because of such failure, and shall also pay to the first
240 party one half (½) cent per ton as freight for each and every mile the first party shall be compelled to haul and transport the ice so purchased and shall stand the meltage on such ice in transit.

10. That the maximum quantity of ice to be furnished under this agreement shall, (until the capacity of the plant to be constructed by the second party shall have been increased as herein provided) be 20,000 tons per year, but that a large proportion of the icing of refrigerator cars must necessarily be done between the months of May and September, inclusive, and that if necessary, in order to provide a sufficient quantity of ice for the requirements of the first party during such months, said second party will, at its own cost and expense, erect such additional storage as may be necessary to guarantee to the first party a full supply of 20,000 tons of ice annually, which amount shall be furnished by the second party to the first party at such time and in such quantities as shall be demanded by the first party, provided, that the first party may not demand more than the aggregate capacity of the plant up to the date on which the demand is made, based upon a capacity of 60 tons daily from the first day of December, that is to say, on
241 the first day of January, not more than 1860 tons may be demanded in the aggregate, on the first day of July not more than 12,840 tons in the aggregate to that date.

11. That the first party shall make payment to second party for all ice furnished to it hereunder by the second party within thirty (30) days after the month during which such ice shall have been furnished and delivered to the first party as herein provided and a correct invoice covering such ice is rendered by the second party to the first party, and that the first party shall be credited each month with all amounts due to it from the second party for water or from other causes under the terms hereof.

That the first party shall have the right at the expiration of any period of five (5) years during the term hereof, upon giving sixty (60) days' written notice to the second party, to cancel this agreement upon the payment to the second party of the actual value of the ice plant all buildings, structures or other improvements placed by the second party upon the property to be furnished by the first party to the second party, as such value shall be agreed upon between the parties hereto; it being expressly understood that the first party shall not be required to pay to the second party any sum on account of good-will or injury to the business of the second
242 party, but that the value of such plant, buildings and improvements shall in no event exceed the actual cost thereof, less depreciation by reason of use. And in case the parties hereto are unable to agree upon the value of such improvements, such value shall be determined by three arbitrators, one to be selected by

the first party, another to be selected by the second party, and the two thus selected to select a third, and the decision of any three thus selected as to the value of the ice plant and improvements placed by the second party upon the premises of the first party shall be final, and shall establish the amount to be paid by the first party to the second party in event the first party shall elect to so terminate this indenture and purchase such ice plant and improvements.

13. That should any dispute arise between the parties as to the meaning of this contract or any part thereof, such meaning shall be determined by arbitrators to be selected in the manner set forth in the preceding (twelfth) paragraph.

14. That this indenture, unless sooner terminated as hereinbefore provided, shall remain in force for a term of fifteen (15) years from its date, and all of its covenants and provisions shall
243 be binding upon the legal representatives and assigns of the second party to the same extent and effect as they are binding upon the second party, and each and every covenant herein shall inure in favor of and run to the successors and assigns of the first party, and to each and every person, firm or corporation which may hereafter own, control or operate said railway line of said first party. At the end of said period of fifteen (15) years the said second party shall have sixty (60) days thereafter in which to remove all the buildings, machinery, and all other structures and appurtenances belonging to him and used in connection with the ice plant herein mentioned, from the premises of the first party and shall remove the same within such period of sixty (60) days, provided, that a new contract mutually satisfactory to the parties hereto is not made, or provided, a sale of the buildings, machinery and other structures or appurtenances used in connection with said ice plant be not made to the party of the first part on mutually satisfactory terms; provided, however, that the party of the first part is under no obligation to buy any of the said property constituting said ice plant at the termination of this agreement.

In witness whereof, the parties hereto have executed this
244 indenture in duplicate the day and year first hereinabove written.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,

(Sgd.) By W. E. HODGES, *Its General Purchasing Agent, First Party.*

(Sgd.) A. P. MAGINNIS, *Second Party.*

245 Interstate Commerce Commission.

Docket No. 3000. Date, 3, 29, 1910.
Comp's' Exhibit No. 62. Witness, —— ——.
Stenographer, Longley.

M—60576.

CHICAGO, *March* 25, 1909.

Ice Contract No. 23944.

Mr. E. L. Copeland, Secretary S. F. R. D. Co., Topeka, Kansas.

DEAR SIR: I beg to acknowledge receipt of your communication of March 20th, with which you enclosed copy of contract, numbered as above, with the Kansas Ice Company for supplying ice at Clovis, New Mexico. Regular receipt is attached hereto.

Yours truly,
(Signed) J. S. LEEDS.

Encl.

246 TOPEKA, 20 *March*, 1909.

Enc. Copy of Contract No. 23944, Kansas Ice Co.

Messrs. W. E. Bailey, General Auditor, Chicago.
A. L. Conrad, Auditor of Disbursements, Building.
W. H. Sharp, Gen. Sup. W. G. Div., La Junta, Colo.
F. L. Myers, Supt. Rio Grande Div., San Marcial, N. M.
N. M. Rice, General Storekeeper, Topeka.
C. F. Grapengater, Storekeeper, San Marcial, N. M.
J. S. Leeds, Manager S. F. R. D. Co., Chicago.

DEAR SIRS: Herewith, for your files, I send to each of you a copy of contract No. 23944 with The Kansas Ice Company
247 for installing ice manufacturing plant and suppl-ing ice to Railway—water to and switching for Ice Company—at Clovis, N. M.

Kindly sign and return enclosed receipt for this copy.

Yours truly,
(Signed) E. S. COPELAND, *Secretary.*

J. F. S.

Enclosure.
C. C. to W. E. Hodges, General Purchasing Agent, Chicago.

248 Copy.

Secretary's Contract No. 23944.

The Kansas Ice Company.
The A., T. & S. F. Ry. Co.

December 1, 1908.
Expires December 1, 1923.

Contract for Installing Ice Manufacturing Plant and Supplying Ice to Railway, Water to and Switching for Ice Company, at Clovis, N. M.

249 Indenture made this first day of December, 1908, between The Atchison, Topeka and Santa Fe Railway Company, a corporation organized and existing under the laws of the State of Kansas, first party, and The Kansas Ice Company, of Newton, Kansas, second party.

Whereas, the first party owns and operates a line of railway in and through the station of Clovis, County of Roosevelt, Territory of New Mexico, and in the operation of said railway uses large quantities of ice at said station of Clovis and at other points along the line of said railway, for icing refrigerator cars and for other purposes, and

Whereas, the second party is engaged in the business of manufacturing ice, and desires to install at said station of Clovis, a plant for the purpose of supplying ice to the first party and others;

Now, therefore, This Indenture Witnesseth:

Article I.

In consideration of the premises and of the covenants of the second party by it to be kept and performed, the first party covenants and agrees to and with the second party as follows:

250 1. That it will furnish to the second party a site, upon its station grounds at said station of Clovis, County of Roosevelt, Territory of New Mexico, for the erection of a plant for the purpose of manufacturing, storing and distributing ice, and will permit the second party to use such site upon and subject to the terms of an indenture of lease to be entered into between the parties hereto.

2. That it will purchase of and from the second party all ice required by it on its line of railroad at said Station of Clovis, for icing refrigerator cars, and for other purposes for which it may desire to use ice at said station and during the term hereof will pay to the second party therefor the rates hereinafter specified and that the quantity of ice to be purchased by the first party of the second part shall not be less than ten thousand (10,000) ton- per annum.

3. That it will switch to and from the plant proposed to be constructed by the second party all cars to be loaded with ice under this

agreement, and will place such cars in a convenient location for the prompt and efficient icing of such cars and handling of the ice to be placed therein, free of charges to the second party.

4. That it will at all times furnish, or cause to be fur-
251 nished, to the second party all water required by it for or in connection with the operation of the plant proposed to be constructed by the second party, at the price of four (4) cents per thousand gallons, delivered to the connection of the pipes to be laid by the second party with the water mains of the first party, unless said first party shall be unable to furnish said water on account of strikes, flood, fire or other cause beyond it- control, provided, however, that the second party may conserve and return to the tanks of the first party any water which has been used by the second party and after such use is still suitable for the requirements of the first party; and that for all water so returned to the first party (as such amount shall be determined by a meter set and maintained by and at the expense of the second party), said second party shall be credited at the rate of four (4) cents for each one thousand (1,000) gallons, it being expressly understood that the second party shall pay for only the net amount of water used by it.

Article II.

In consideration of the premises and of the agreements of the first party hereinbefore set forth, the second party stipulates and agrees:

252 1. That it will at its own and entire cost and expense, construct, locate and equip upon the premises to be leased to it by the first party an ice plant of proper capacity, and to have the same in full operation and turn out ice at the rate of not less than seventy-five (75) tons daily on or before April 1st, 1909.

2. That it will so erect the plant as to location and construction that the capacity of the plant may be doubled if demanded by the said party of the first part as provided herein.

3. That it will install such water and sewer pipes, drains, reservoirs, water meters, etc., as may be necessary to connect with the existing water and sewer pipes of the first party, not exceeding 500 feet in length, at its own sole cost and expense, the intent of this paragraph being that the second party shall bear the necessary expense in the installation of a complete plant, except the land, the use of which is to be granted by the first party to the second party free of cost to the second party.

4. That it will, within one (1) year after written demand is made by the first party, increase the capacity of the plant to the ex-
253 tent required and demanded by the first party, provided, however, that the first party shall, when the capacity of such plant shall have been increased, be required to purchase from the second party a quantity of ice in excess of that provided to be purchased by the first party hereunder, by an amount of 50% of the increase of the capacity of the plant, provided further, that if such increased capacity is demanded by the first party, this contract shall

be extended so that its life shall run not less than ten (10) years after the increased capacity shall have been added.

5. That it will install such machinery as may be necessary for the prompt handling of ice from said ice house to refrigerator cars to be iced at said station, and will promptly, to the satisfaction of the said first party, ice all refrigerator cars which the first party shall desire to have iced at said station, provided, that the amount of ice required to be furnished by said second party shall not exceed twenty thousand (20,000) tons in any one year of this agreement, unless the capacity of the plant shall be increased as provided herein, when the maximum to be furnished under this agreement shall be increased by an agreement as herein provided.

6. That if the first party shall at any time during the term
254 hereof demand in writing the installation of a cooling tower of first class modern construction, the second party will within three months after the receipt of such demand install and thereafter, during the term it shall operate such plant, maintain a first class cooling tower of modern construction such as is used in ice plants of modern construction for the purpose of conserving water.

7. That the second party will not assign this indenture or any right or interest herein or hereunder or sublet the whole or any part of the plant proposed to be constructed by the second party or the warehouses or storagehouses to be used in connection therewith without the written consent and approval of the first party.

Article III.

It is mutually understood and agreed:

1. That the price to be charged by the second party and paid by the first party for ice furnished to the first party hereunder shall be for the years 1909 to 1913 inclusive at the rate of three dollars and fifty cents ($3.50) per net ton of two thousand (2,000) pounds for each ton of ice and portion thereof loaded into the bunkers of refrigerator cars and at the rate of three dollars ($3.00) per net ton of two thousand (2,000) pounds for each ton of ice and por-
255 tion thereof loaded into cars for carload shipments, said shipments to consist of not less than fifteen (15) tons to the car, provided, that the above prices shall obtain on all ice furnished up to but not exceeding twenty thousand (20,000) tons per year. If in any calendar year the ice furnished to the first party shall amount to more than twenty thousand (20,000) tons, then the charge for all ice over said twenty thousand (20,000) tons furnished hereunder during such calendar year shall be twenty-five cents (25 cents) per ton less than the prices above quoted, and provided further that for the year 1914 and thereafter the prices to be paid by the first party shall be twenty-five cents (25 cents) per ton less than all of those above named. And that the ice furnished by the second party to the first party at the rates hereinbefore mentioned shall be delivered into the ice boxes of the refrigerator cars of the first party on the tracks of the first party at said station of Clovis, or loaded into cars

placed by the first party at the plant of the second party, as said first party may elect, provided, however, that the rates hereby fixed are based upon the rates of four cents per thousand gallons of water delivered to the second party at the connection with the water pipes of the first party, and three dollars ($3.00) per ton for Gal-
256 lup slack coal, or other fuel of equal evaporative value, delivered on cars to a location convenient to the plant of the second party, and, provided further, that should the cost of coal delivered on board cars at the plant of the second party, increase or decrease above or below the said estimated cost of three dollars ($3.00) per ton for Gallup slack coal, or other fuel of equal evaporative value, the amount to be paid by the first party for ice delivered to it by second party as herein provided shall be increased or decreased at the proportionate rate of Three (3) cents per ton of ice for each fifteen (15) cents of increase or decrease in the cost of Gallup slack coal, or other fuel of equal evaporative value, above or below $3.00 per ton based on five tons of ice per ton of coal. For the purpose of determining such extent of increase or decrease, and agreeing thereupon, the books of the second party, so far as they may show the cost and efficiency of coal, shall at all times be open to the inspection of the first party.

2. That if the second party shall at any time during the term hereof, unless storage is full, without the consent of the first party, fail or refuse to operate such plant for a period of ten days, unless caused by fire or unavoidable causes, said first party may
257 take possession of said ice plant and operate said plant for its own sole benefit and use, and use the products thereof in its refrigerator cars and for other purposes, and shall pay and the second party shall receive as full compensation for such use, an amount annually at the rate of three per cent (3%) per annum based upon the valuation of the plant to be agreed upon, not to exceed, however, the total amount invested therein by second party; said first party paying insurance, taxes and repairs. If said first party shall proceed to act as above, said second party shall execute a lease to said first party in accordance with this section for the remaining period of this agreement.

3. It is further mutually agreed that the first party shall not purchase ice from others for use at Clovis for any purpose and will not purchase ice from others for use in icing refrigerator cars at any point on its line of railway between Belen, New Mexico, and Waynoka, Oklahoma, both said stations of Belen and Waynoka not inclusive, provided, further, that the second party will not sell ice to any other railway company or companies or to any other refrigerator car line or car lines without the consent of the General Purchasing Agent of the first party, provided that this limita-
258 tion shall not obtain where and as the maximum quantity of ice to be furnished hereunder shall have been furnished to the first party, the intent of this being that the second party shall not sell ice to other- until the requirements of the first party shall have been taken care of.

4. That all ice furnished to the first party by the second party

under the terms of this agreement shall be subject to the inspection of the first party before acceptance thereof by it, and unless such ice is hard, well manufactured and suitable for the purposes of the first party, said first party may at its option refuse to accept and reject such ice.

5. That if at any time during the term hereof, the ice plant proposed to be operated by the second party shall be damaged or destroyed by fire, the second party will, as soon as it is possible for it to do so, repair such damage and construct such ice plant to the end that the interruption of supplying to the first party by the second party of such ice shall be reduced to the shortest practicable period of time.

6. That the first party will, to the best of its ability, give to the second party accurate information one hour in advance
259 of the time of arrival at the ice plant of second party at Clovis, New Mexico, of the cars to be ice-, and if in order to avoid delay to traffic the first party shall require the second party to have ice on the platform at ice house ready to ice cars immediately when placed for icing, shrinkage by meltage of the ice so placed on platform shall not be charged to the second party, provided, however, that the cakes of ice when delivered on said platform shall average not less than three hundred and ten (310) pounds each, and shall be charged to the said first party on the basis of three hundred (300) pounds to the cake.

7. That if at any time during the term hereof the second party by reason of fire, strikes, or other causes beyond its control, shall be unable to furnish the ice required or demanded by the first party under and in accordance with the terms of this indenture, then and in such event the second party shall be and is hereby released from furnishing such ice during the period or periods of time, and no penalty shall be incurred by reason of such inability, provided that in case of fire, which shall either damage or destroy such ice plant the second party shall repair such damage or recon-
260 struct such plant in the shortest time practicable. It being understood between the parties that the exemption from liability of said second party shall not relieve the first party from its obligations to continue taking such ice whenever the second party is able to resume delivery of ice, provided such delivery is resumed within the shortest time practicable and within a period of five (5) months from date of stoppage.

6. That if in any year during the term hereof, and prior to any increase in plant as provided herein, the second party shall fail to supply or furnish all the ice demanded (provided such demand shall not be greater than 20,000 tons in any one year) by the first party during such year in the manner, at the time required and the rates hereby fixed, the second party shall, unless such failure is due to or caused by fire, strikes, or causes beyond the second party's reasonable control, pay to the first party the difference between the rates hereby fixed and the price which the first party shall necessarily have to pay for ice purchased elsewhere to supply its needs at the station of Clovis, because of such failure, and also

shall pay to the first party one-half (½) cent per ton as
261 freight for each and every mile the first party shall be compelled to haul and transport the ice so purchased and shall stand the meltage on such ice in transit.

9. That the maximum quantity of ice to be furnished under this agreement shall (until the capacity of the plant to be constructed by the second party shall have been increased as herein provided) be twenty thousand (20,000) tons per year but that a large portion of the icing of refrigerator cars must necessarily be done between the months of May and September, inclusive, and that, if necessary, in order to provide a sufficient quantity of ice for the requirements of the first party during such months, said second party will, at its own cost and expense, erect such storage as may be necessary to guarantee to the first party a full supply of twenty thousand (20,000) tons of ice annually, which amount shall be furnished by the second party to the first party at such time and in such quantities as shall be demanded by the first party, provided, that the first party may not demand more than the aggregate capacity of the plant up to the date on which the demand is made, based upon a capacity of sixty-five (65) tons daily from the first day of December of any year.

262 10. That the first party shall make payment to the second party for all ice furnished to it hereunder by the second party within thirty (30) days after the month during which such ice shall have been furnished and delivered to the first party as herein provided and a correct invoice covering such ice is rendered by the second party to the first party, and that the first party shall be credited each month with all amounts due to it from the second party for water or from other causes under the terms hereof.

11. That the first party shall have the right to cancel this agreement and take over the property at the times and under the terms stated below:

On or before November 1st, 1913, on or before November 1st, 1915, on or before November 1st, 1919, or on or before November 1st, 1921, if the party of the first part shall give notice in writing to the party of the second part by letter addressed to its office in Newton, Kansas, it (the first party) may cancel this agreement upon the payment to the second party of the actual value of the ice plant and all buildings, structures and other improvements placed by the second party on the property furnished by the first party to the second party, as such value shall be agreed upon between
263 the parties hereto; it being expressly understood that the first party shall not be required to pay to the second party any sum on account of good-will or injury to the business of the second party, but that the value of such plant, buildings and improvements shall in no event exceed the actual cost thereof, less depreciation by reason of use. And in case the parties hereto are unable to agree upon the value of such improvements, such value shall be determined by three arbitrators, one to be selected by the first party, another to be selected by the second party, and the two thus selected to select a third, and the decision of any three thus selected

as to the value of the ice plant and improvements placed by the second party upon the premises of the first party shall be final and shall establish the amount to be paid by the first party to the second party in the event the first party shall elect to so terminate this indenture and purchase such ice plant and improvements.

12. That should any dispute arise between the parties as to the meaning of this contract or any part thereof, such meaning shall be determined by arbitrators to be selected in the manner set forth in the preceding (eleventh) paragraph.

13. That this indenture, unless sooner terminated as
264 hereinbefore provided, shall remain in force for a term of fifteen (15) years from December 1st, 1908, and all of its covenants and provisions shall be binding upon the legal representatives and assigns of the second party to the same extent and effect as they are binding upon the first party, and each and every covenant herein shall inure in favor of and run to the successors and assigns of the first party, and to each and every person, firm or corporation which may hereafter own, control or operate said railway line of said first party. At the end of said period of fifteen (15) years the said second party shall have one hundred and twenty (120) days thereafter in which to remove all the buildings, machinery, and all other structures and appurtenances belonging to it and used in connection with the ice plant herein mentioned, from the premises of the first party and shall remove the same within such period of one hundred and twenty (120) days, provided that a new contract mutually satisfactory to the parties hereto is not made, or provided a sale of the buildings, machinery and other structures or appurtenances used in connection with said ice plant is not made to the party of the first part on mutually satis-
265 factory terms; provided, however, that the party of the first part is under no obligation to buy any of the said property constituting said ice plant at the termination of this agreement.

In witness whereof, the parties hereto have executed this indenture the day and year first hereinabove written.

THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY,
By W. E. HODGES,
Its General Purchasing Agent.

THE KANSAS ICE COMPANY,
[SEAL.] By W. J. PUETT, *Its President.*

Approved.
E. P. RIPLEY, *President.*

Attest:
A. T. McGRAW, *Secretary.*

266 Interstate Commerce Commission.

Docket No. 3000.
Comp's' No. 63.
Stenographer, Longley.

Date 3-29-1910.
Witness, —— ——.

CHICAGO, *March* 25, 1909.

M—60577.

Contract No. 23945.

Mr. E. L. Copeland, Secretary, S. F. R. D. Co., Topeka, Kansas.

DEAR SIR: I beg to acknowledge receipt of your communication of March 20th, enclosing copy of contract with The Kansas Ice Company, numbered as above, for supplying ice at Waynoka, Oklahoma. Regular receipt is attached hereto.

Yours truly,
(Signed) J. S. LEEDS.

Encl.

267 TOPEKA, 20 *March*, 1909.

Enc. copy of contract No. 23945, Kansas Ice Co.

Messrs. W. E. Bailey, General Auditor, Chicago.
A. L. Conrad, Auditor of Disb'ts, Building.
R. J. Parker, Gen. Supt. Central Grand Division, Newton, Kansas.
J. C. Shaffer, Supt. Panhandle Div., Wellington, Kas.
H. M. Rice, General Storekeeper, Topeka.
T. A. Pratt, Storekeeper, Wellington, Kas.
J. S. Leeds, Manager, S. F. R. D. Co., Chicago.

DEAR SIRS: Herewith, for your files, I enclose to each of you a copy of contract No. 23945 with The Kansas Ice Company
268 for installation of ice manufacturing plant and supplying ice to Railway—water to and switching for Ice Company—at Waynoka, Okla.

Kindly sign and return enclosed receipt for this copy.

Yours truly,
E. L. COPELAND, *Secretary.*

J. F. S.

Enclosure.

C. C. to W. E. Hodges, General Purchasing Agent, Chicago.

269 Copy.

Secretary's Contract No. 23945.

The Kansas Ice Company.

The A., T. & S. F. Ry. Co.

December 1, 1908. Expires December 1, 1923.

Contract: For Installing Ice Manufacturing Plant and Supplying Ice to Railway, Water to and Switching for Ice Company Waynoka, Oklahoma.

270 Indenture, made this first day of December, 1908, between the Atchison, Topeka and Santa Fe Railway Company, a corporation organized and existing under the laws of the State of Kansas, first party, and the Kansas Ice Company, of Newton, Kansas, second party:

Whereas, the first party owns and operates a line of railway in and through the station of Waynoka, County of Woods, State of Oklahoma, and in the operation of said railway uses large quantities of ice at said station of Waynoka, and at other points along the line of said railway, for icing refrigerator cars and for other purposes, and

Whereas, the second party is engaged in the business of manufacturing ice, and desires to install at said station of Waynoka, a plant for the purpose of supplying ice to the first party and others;

Now, therefore, This Indenture Witnesseth:

Article I.

In consideration of the premises and of the covenants of the second party by it to be kept and performed, the first party covenants and agrees to and with the second party as follows:

1. That it will furnish to the second party a site, upon its
271 station grounds at said station of Waynoka, County of Woods, State of Oklahoma, for the erection of a plant for the purpose of manufacturing, storing and distributing ice, and will permit the second party to use such site upon and subject to the terms of an indenture of lease to be entered into between the parties hereto.

2. That it will purchase of and from the second party all ice required by it on its line of railroad at said station of Waynoka, for icing refrigerator cars, and for other purposes for which it may desire to use ice at said station and during the term hereof will pay to the second party therefor the rates hereinafter specified and that the quantity of ice to be purchased by the first party of the second party shall not be less than ten thousand (10,000) tons per annum.

3. That it will switch to and from the plant proposed to be constructed by the second party all cars to be loaded with ice under this agreement, and will place such cars in a convenient location for the prompt and efficient icing of such cars and handling of the ice to be placed therein, free of charge to the second party.

4. That it will at all times furnish, or cause to be furnished, to the second party all water required by it for or in connection
272 with the operation of the plant proposed to be constructed by the second party, at the price of four (4) cents per thousand gallons, delivered to the connection of the pipes to be laid by the second party with the water mains of the first party, unless said first party shall be unable to furnish said water on account of strikes, flood, fire or other cause beyond its control, provided, however, that the second party may conserve and return to the tanks of the first party any water which has been used by the second party and after such use is still suitable for the requirements of the first party; and that for all water so returned to the first party (as such amount shall be determined by a meter set and maintained by and at the expense of the second party), said second party shall be credited at the rate of four (4) cents per each one thousand (1,000) gallons, it being expressly understood that the second party shall pay for only the net amount of water used by it.

Article II.

In consideration of the premises and of the agreements of the first party hereinbefore set forth, the second party stipulates and agrees:

1. That it will at its own and entire cost and expense, con-
273 struct, locate and equip upon the premises to be leased to it by the first party an ice plant of proper capacity, and to have the same in full operation and turn out ice at the rate of not less than seventy-five (75) tons daily on or before April 1st, 1909.

2. That it will so erect the plant as to location and construction that the capacity of the plant may be doubled if demanded by the said party of the first part as provided herein.

3. That it will install such water and sewer pipes, drains, reservoirs, water meters, etc., as may be necessary to connect with the existing water and sewer pipes of the first party, not exceeding five hundred (500) feet in length, at its own sole cost and expense, the intent of this paragraph being that the second party shall bear the necessary expense in the installation of a complete plant, except the land, the use of which is to be granted by the first party to the second party free of cost to the second party.

4. That it will, within one (1) year after written demand is made by the first party, increase the capacity of the plant to the extent required and demanded by the first party, provided, however, that the first party shall, when the capacity of such plant shall
274 have been increased, be required *be required* to purchase from the second party a quantity of ice in excess of that provided to be purchased by the first party hereunder, by an amount of 50% of the increase of the capacity of the plant; provided, further, that if such increased capacity is demanded by the first party, this contract shall be extended, so that its life shall run not less than ten (10) years after the increased capacity shall have been added.

5. That it will install such machinery as may be necessary for the prompt handling of ice from said ice house to refrigerator cars

to be iced at said station, and will promptly, to the satisfaction of the said first party, ice all refrigerator cars which the first party shall desire to have iced at said station, provided, that the amount of ice required to be furnished by said second party shall not exceed twenty thousand (20,000) tons in any one year of this agreement, unless the capacity of the plant shall be increased as provided herein, when the maximum to be furnished under this agreement shall be increased by agreement as herein provided.

6. That if the first party shall at any time during the term
275 hereof demand in writing the installation of a cooling tower of first class modern construction, the second party will within three months after the receipt of such demand install and thereafter, during the term it shall operate such plant, maintain a first class cooling tower of modern construction such as is used in ice plants of modern construction for the purpose of conserving water.

7. That the second party will not assign this indenture or any right or interest herein or hereunder or sublet the whole or any part of the plant proposed to be constructed by the second party or the warehouses or storagehouses to be used in connection therewith without the written consent and approval of the first party.

Article III.

It is mutually understood and agreed:

1. That the price to be charged by the second party and paid by the first party for ice furnished to the first party hereunder shall be for the years 1909 to 1912 inclusive at the rate of three dollars ($3.00) per net ton of two thousand (2,000) pounds for each ton of ice and portion thereof loaded into the bunkers of refrigerator cars, and at the rate of two dollars and fifty cents ($2.50) per net
276 ton of two thousand (2,000) pounds for each ton of ice and portion thereof loaded into cars for carload shipments, said shipments to consist of not less than fifteen (15) tons to the car, provided, that the above prices shall obtain on all ice furnished up to but not exceeding twenty thousand (20,000) tons per year. If in any calendar year the ice furnished to the first party shall amount to more than twenty thousand (20,000) tons, then the charge for all ice over said twenty thousand (20,000) tons furnished hereunder during such calendar year shall be twenty-five cents (25c.) per ton less than the prices above quoted, and provided further that for the year 1914 and thereafter the prices to be paid by the first party shall be twenty-five cents (25c.) per ton less than all of those above named. And that the ice furnished by the second party to the first party at the rates hereinbefore mentioned shall be delivered into the ice boxes of the refrigerator cars of the first party on the tracks of the first party at said station of Waynoka, or loaded into cars placed by the first party at the plant of the second party, as said first party may elect, provided, however, that the rates hereby fixed are based upon the rates of four cents per thousand gallons for water delivered to the second party at the connection with the water pipes

of the first party; and two dollars and seventy cents ($2.70)
277 per ton for Frontenac mill or slack coal, or other fuel of equal evaporative value, delivered on cars to a location convenient to the plant of the second party, and provided, further, that should the cost of coal delivered on board cars at the plant of the second party increase or decrease above or below the said estimated cost of two dollars and seventy cents ($2.70) per ton for Frontenac mill or slack coal, or other fuel of equal evaporative value, the amount to be paid by the first party for ice delivered to it by the second party herein provided shall be increased or decreased at the proportionate rate of three (3) cents per ton of ice for each fifteen (15) cents of increase or decrease in the cost of Frontenac mill or slack coal, or other fuel of equal evaporative value, above or below $2.70 per ton based on five tons of ice per ton of coal. For the purpose of determining such extent of increase or decrease, and agreeing thereupon, the books of the second party, so far as they may show the cost and efficiency of coal, shall at all times be open to the inspection of the first party.

2. That if the second party shall at any time during the term hereof, unless storage is full, without the consent of the first
278 party, fail or refuse to operate such plant for a period of ten days, unless caused by fire or unavoidable causes, said first party may take possession of said ice plant and operate said plant for its own sole benefit and use, and use the products thereof in its refrigerator cars and for other purposes, and shall pay and the second party shall receive as full compensation for such use, an amount annually at the rate of three per cent (3%) per annum based upon the valuation of the plant, to be agreed upon, not to exceed, however, the total amount invested therein by said second party; said first party paying insurance, taxes and repairs. If said first party shall proceed to act as above, said second party shall execute a lease to said first party in accordance with this section for the remaining period of this agreement.

3. It is further mutually agreed that the first party shall not purchase ice from others for use at Waynoka for any purpose and will not purchase ice from others for use in icing refrigerator cars at any point on its line of railway between Wellington, Kansas, and Clovis, New Mexico, both said stations of Wellington and Clovis not inclusive, provided, further, that the second party will not
279 sell ice to any other railway company or companies, or to any other refrigerator car line or car lines without the consent of the General Purchasing Agent of the first party, provided that this limitation shall not obtain where and as the maximum quantity of ice to be furnished hereunder shall have been furnished to the first party, the intent of this being that the second party shall not sell ice to others until the requirements of the first party shall have been taken care of.

4. That all ice furnished to the first party by the second party under the terms of this agreement shall be subject to the inspection of the first party before acceptance thereof by it, and unless such ice is hard, well manufactured and suitable for the purposes of the

first party, said first party may at its option refuse to accept and reject such ice.

5. That if at any time during the term hereof, the ice plant proposed to be operated by the second party shall be damaged or destroyed by fire, the second party will, as soon as it is possible for it to do so, repair such damage and construct such ice plant to the end that the interruption of supplying to the first party by
280 the second party of such ice shall be reduced to the shortest practicable period of time.

6. That the first party will, to the best of its ability, give to the second party accurate information one hour in advance of the time of arrival at the ice plant of second party at Waynoka, Oklahoma, of the cars to be iced, and if in order to avoid delay to traffic the first party shall require the second party to have ice on the platform at ice house ready to ice cars immediately when placed for icing, shrinkage by meltage of the ice so placed on platform shall not be charged to the second party, provided, however, that the cakes of ice when delivered on said platform shall average not less than three hundred and ten (310) pounds each, and shall be charged to the said first party on the basis of three hundred (300) pounds to the cake.

7. That if at any time during the term hereof the second party, by reason of fire, strikes, or other causes beyond its control, shall be unable to furnish the ice required or demanded by the first party under and in accordance with the terms of this indenture, then and in such event the second party shall be and is hereby released from furnishing such ice during the period or
281 periods of time, and no penalty shall be incurred by reason of such inability, provided that in case of fire, which shall either damage or destroy such ice plant, the second party shall repair such damage or reconstruct such plant in the shortest time practicable. It being understood between the parties that the exemption from liability of said second party shall not relieve the first party from its obligations to continue taking such ice whenever the second party is able to resume delivery of ice, provided such delivery is resumed within the shortest time practicable and within a period of five (5) months from date of stoppage.

8. That if in any year during the term hereof, and prior to any increase in plant as provided herein, the second party, shall fail to supply or furnish all the ice demanded (provided such demand shall not be greater than 20,000 tons in any one year), by the first party during such year in the manner, at the time required and the rates hereby fixed, the second party shall, unless such failure is due to or caused by fire, strikes, or causes beyond the second party's reasonable control, pay to the first party the difference between the rates hereby fixed and the price which the first party shall necessarily have to pay for ice purchased elsewhere to supply its
282 needs at the station of Waynoka, because of such failure, and also shall pay to the first party one-half (½) cent per ton as freight for each and every mile the first party shall be compelled to haul and transport the ice so purchased and shall stand the meltage on such ice in transit.

9. That the maximum quantity of ice to be furnished under this agreement shall (until the capacity of the plant to be constructed by the second party shall have been increased as herein provided) be twenty thousand (20,000) tons per year, but that a large portion of the icing of refrigerator cars must necessarily be done between the months of May and September, inclusive, and that, if necessary, in order to provide a sufficient quantity of ice for the requirements of the first party during such months, said second party will, at its own cost and expense, erect such storage as may be necessary to guarantee to the first party a full supply of twenty thousand (20,000) tons of ice annually, which amount shall be furnished by the second party to the first party at such time and in such quantities as shall be demanded by the first party, provided, that the first party may not demand more than the aggregate capacity of the plant up to the date on which the demand is made, based
283 upon a capacity of sixty-five (65) tons daily from the first day of December of any year.

10. That the first party shall make payment to the second party for all ice furnished to it hereunder by the second party within thirty (30) days after the month during which such ice shall have been furnished and delivered to the first party as herein provided and a correct invoice covering such ice is rendered by the second party to the first party, and that the first party shall be credited each month with all amounts due to it from the second party for water or from other causes under the terms hereof.

11. That the first party shall have the right to cancel this agreement and take over the property at the times and under the terms stated below:

On or before November 1st, 1913, on or before November 1st, 1915, on or before November 1st, 1919, or on or before November 1st, 1921, if the party of the first part shall give notice in writing to the party of the second part by letter addressed to its office in Newton, Kansas, it (the first party) may cancel this agreement upon the payment to the second party of the actual value of the ice plant and all buildings, structures and other improvements
284 placed by the second party on the property furnished by the first party to the second party, as such value shall be agreed upon between the parties hereto; it being expressly understood that the first party shall not be required to pay the second party any sum on account of good will or injury to the business of the second party, but that the value of such plant, buildings and improvements shall in no event exceed the actual cost thereof, less depreciation by reason of use. And in case the parties hereto are unable to agree upon the value of such improvements, such value shall be determined by three arbitrators, one to be selected by the first party, another to be selected by the second party, and two thus selected to select a third, and the decision of any three thus selected as to the value of the ice plant and improvements placed by the second party upon the premises of the first party shall be final and shall establish the amount to be paid by the first party to the second party in the event the first party shall elect to so terminate this indenture and purchase such ice plant and improvements.

12. That should any dispute arise between the parties as to the meaning of this contract or any part thereof, such meaning shall be determined by arbitrators to be selected in the manner
285 set forth in the preceding (eleventh) paragraph.

13. That this indenture, unless sooner terminated as hereinbefore provided, shall remain in force for a term of fifteen (15) years from December 1st, 1908, and all of its covenants and provisions shall be binding upon the legal representatives and assigns of the second party to the same extent and effect as they are binding upon the first party, and each and every covenant herein shall inure in favor of and run to the successors and assigns of the first party, and to each and every person, firm or corporation which may hereafter own, control or operate said railway line of said first party. At the end of said period of fifteen (15) years the said second party shall have one hundred and twenty (120) days thereafter in which to remove all buildings, machinery, and all other structures and appurtenances belonging to it and used in connection with the ice plant herein mentioned, from the premises of the first party and shall remove the same within such period of one hundred and twenty (120) days provided that a new contract mutually satisfactory to the parties hereto is not made, or provided a sale
286 of the buildings, machinery and other structures or appurtenances used in connection with said ice plant is not made to the party of the first part on mutually satisfactory terms; provided, however, that the party of the first part is under no obligation to buy any of the said property constituting said ice plant at the termination of this agreement.

In witness whereof, the parties hereto have executed this indenture the day and year first hereinbefore written.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,
By W. E. HODGES, *Its General Purchasing Agent.*
THE KANSAS ICE COMPANY,
By W. J. PUETT, *Its President.*

Approved.
E. P. RIPLEY, *President.*

Attest:
[SEAL.] W. T. McGRAW, *Secretary.*

287 Interstate Commerce Commission.

Docket No. 3000. Date, 3, 29, 1910.
Comp. Exhibit No. 64. Witness, —— ——.
Stenographer, Longley.

Secretary's Contract No. 19085.

Santa Fe Car Icing Company.
The A., T. & S. F. Ry. Co.

August 29, 1905.
In Effect December 1, 1905.

Expires December 1, 1920, or on 60 Days' Notice by Ry. Co. Before End of any Period of 5 Years.

Contract for Installing Ice Plant and Supplying Ice to Ry. Co., Side Track and Water to Icing Co., Argentine, Kansas.

This indenture, made this 29th day of August, 1905, between the Atchison, Topeka and Santa Fe Railway Company, a corporation organized and existing under the laws of the State of Kansas, hereinafter called the first party, and Santa Fe Car Icing Company, a corporation organized and existing under the laws of Arizona Territory, and having its principal office at Winslow, Arizona, hereinafter called the second party, witnesseth:

Whereas, the first party owns and operates a line of railway in and through the State of Kansas, and in the operation of said
288 railway uses large quantities of ice at its station on said railway at Argentine, Kansas, and at other points along the line of said railway, for icing refrigerator and other cars, and for other purposes; and

Whereas, the second party is engaged in the business of manufacturing ice, and desires to install at Argentine, Kansas, a plant for the purposes of supplying ice to the first party:

Now, therefore, this indenture witnesseth:

Article I.

In consideration of the premises and of the covenants of the second party by it to be kept and performed, the first party covenants and agrees to and with the second party as follows:

1. That it will furnish to the second party a convenient site upon its station grounds at said station of Argentine, Kansas, for the erection of a plant for the purpose of manufacturing, storing, and distributing ice, and will permit the second party to use such site upon and subject to the terms of an indenture of lease to be entered into between the parties hereto.

2. That it will purchase of and from the second party all
289 ice required by it on its line of railroad at said station of Argentine for icing refrigerator cars, and for other purposes

for which it may desire to use ice at said station, and during the term hereof will pay to the second party therefor the rate hereinafter specified; and that the quantity of ice to be purchased by said first party of the second party shall not be less than twenty thousand (20,000) tons per annum during the life of this indenture.

3. That it will haul free over the railway lines owned, leased, controlled or operated by it, all materials which shall be necessary to be used in the construction of the ice plant and storage buildings proposed to be constructed by second party, and all materials necessary to be used in any subsequent extension of or addition to such ice plant and storage buildings; and that it will also transport free of charge — lines owned, leased, controlled or operated by it, such laborers as shall be employed by the second party in the construction of said ice plant or storage buildings, or in any subsequent extension or additions thereto; provided, however, that it shall not be liable for damage to materials, or for injury to such laborers moving under such free transportation, unless such damage shall result from the gross carelessness of the first party, its agents, servants or employees.

290 4. That is will switch to and from the plant proposed to be constructed by the second party all cars to be loaded with ice, and will place such cars in a convenient location for the prompt and efficient icing of such cars and handling of the ice to be placed therein, free of charge to the second party.

5. That it will provide a suitable spur track at convenient location, to enable the second party to handle fuel from cars to boiler room, and will switch said cars free to and upon said spur track.

6. That it will furnish water for fire protection purposes only, if the same shall be needed by the second party, at the actual cost of such water to the first party.

Article II.

In consideration of the premises and of the agreements of the first party hereinbefore set forth, the second party stipulates and agrees

1. That it will at its own and entire cost and expense construct, locate, and equip upon the premises to be leased to it by the first party, an ice plant having a capacity of thirty-six thousand (36,000) tons of ice annually, and to have the same in operation and of

291 sufficient capacity to turn out ice at the rate of not less than one hundred (100) tons daily on or before six months from date of approval of plans referred to in Section 5, Article II, hereof.

2. That it will so erect the plant as to location and construction that the capacity of the same may be increased if demanded by the said party of the first part as provided herein.

3. That it will install such water pipes, sewer pipes, and drains, as may be necessar to connect with the existing water and sewer pipes of the first party, at its own sole cost and expense, the intent of this paragraph being that the second party shall bear the necessary expense in the installation of a complete plant except the land, the use of which is to be granted by the first party to the second party

free of cost to the second party. It is understood, however, that said second party shall not be compelled to construct more than 1000 feet of sewer to reach proper outlet for waste water.

4. That it will, within one (1) year after written demand is made by the first party, increase the capacity of the plant to the extent required and demanded by the first party; provided, however,
that the first party shall, when the capacity of such plant
292 shall have been increased, be required to purchase from the
second party a quantity of ice in excess of that provided to be purchased by the first party hereunder, by an amount of at least 50% of the added capacity of the plant; provided, however, that if such increased capacity is demanded by the first party, this contract shall be extended so that its life shall run not less than ten (10) years after the increased capacity shall have been added.

5. That it will install such machinery as may be necessary for the prompt handling of ice from said ice *hours* to refrigerate cars to be iced at said station, in accordance with plans to be submitted to and approved by said first party, and will promptly ice all refrigerator cars which the first party shall desire to have iced at said station, the time to be consumed in icing said cars to be greater than that consumed at Winslow or other icing stations on road of first party.

6. That the second party will not assign this indenture or any right or interest herein or hereunder, or sublet the whole or any part of the plant proposed to be constructed by second party, or the warehouses or storage houses to be used in connection therewith, without the written consent and approval of the President of the first party.

7. That it will provide at its own expense a water motor
293 and necessary pipe to connect up with the water service of the
first party, to provide for protection in case of fire and other incidental purposes.

Article III.

It is mutually agreed and understood:

1. That the price to be charged by the second party and paid by the first party for the ice furnished to the first party hereunder shall be Two and Fifteen One-Hundredths Dollars, ($2.15) per ton of two thousand (2000) pounds, delivered in the cars of said first party; Provided, however, that it is agreed that the above price of $2.15 per ton is based upon a price of $1.70 per ton delivered at the plant of the second party for Frontenac Slack coal of such quality that one ton thereof burned will evaporate not less than 12,500 pounds of water from and at 212 degrees Fahrenheit. Should the price of such Frontenac Slack coal or of such other equivalent fuel increase or decrease, the agreed price for the ice shall increase or decrease at the rate of 1½ cents per ton for each ten per cent of increase or decrease above or below said $1.70 for such amount of fuel as is used in the manufacture of said ice, as will evaporate not less than 12,500 pounds of water from and at 212 degrees Fahrenheit.

294 2. That if the second party shall at any time during the term hereof, fail or refuse to supply ice to said first party, as provided in this contract unless prevented from so doing by fire, strikes, or other causes over which it has no control, then and in that case said first party may take possession of said ice plant and operate said plant for its own sole benefits and use, and use the products thereof in its refrigerator cars and for other purposes, and shall pay and the second party shall receive as full compensation for such use, an amount annually at the rate of 3% per annum based upon the valuation of the plant, to be agreed upon, not to exceed, however, the total amount invested therein by the said second party; said first party paying insurance, taxes, and repairs. If said first party shall proceed to act as above, said second party shall execute a lease to said first party in accordance with this section for the remaining period of this agreement.

3. That the second party will not sell ice to any other railway company or companies, or to any other refrigerator car line or car lines, or ship any ice away from Argentine, Kansas, to any
295 person or persons, firms or corporations, without the written consent and approval thereof of the General Purchasing Agent of the first party first had and obtained; provided, however, that the intent of this section is to protect the minimum and maximum quantity of ice to be furnished hereunder. Any surplus above the 36,000 tons or the maximum quantity to be furnished hereunder may be sold by the second party without reference to the first party, provided further that should the second party with the consent of the first party sell or in any manner dispose of ice to other persons, firms or corporations than the first party, the total amount of the ice so sold or disposed of by second party during any year shall be deducted from the maximum quantity of ice which the second party is required by the terms thereof to deliver to first party during such year.

4. That the first party will not, during the time that this indenture shall be in force, purchase ice for re-icing refrigerator cars at any point between Emporia, Kansas, on the West, and Marceline on the East (not including those stations), or for use at Argentine for any purpose, from any person or corporation other than the second party without the consent thereto of the second party in writing first had and obtained, unless (and then only so long as) the
296 second party shall be unable, or shall fail to furnish and deliver on board the cars of the first party at Argentine, Kansas, ice of a good merchantable quality, in accordance with the terms of this indenture.

5. That all ice furnished to the first party by the second party under the terms of this agreement shall be subject to the inspection of the first party before acceptance thereof by it, and unless such ice is good, merchantable ice, said first party shall have the option to accept or reject such ice.

6. That if at any time during the term hereof the ice plant or storage buildings proposed to be operated by the second party shall be damaged or destroyed by fire or any other casualty over which

said second party has no control, the second party will, as soon as it is possible for it to do so, repair such damage and construct said ice plant or storage buildings to the end that the interruption of supplying to the first party by the second party of such ice shall be reduced to the shortest practicable period of time; provided, however, that the first party agrees to haul free of cost to the second party over railway lines owned, leased controlled or operated by it such materials as are necessary to repair or reconstruct such plant, or storage buildings.

297 7. That the first party will, to the best of its ability give to the second party accurate information one hour in advance of the time of arrival at the ice plant, of second party at Argentine, Kansas, of the cars to be iced, and if in order to avoid delay to traffic, the first party shall require the second party to have ice on the platform at ice houses, ready to ice cars immediately when placed for icing, shrinkage by meltage of the ice so placed on platforms shall not be charged to said second party; provided, however, that the cakes of ice when delivered on said platform shall average not less than three hundred and ten (310) pounds each, and shall be charged to the said first party on the basis of three hundred (300) pounds to the cake.

8. That if at any time during the term hereof the second party, by reason of fire, strike, or other causes beyond its control, shall be unable to furnish the ice required or demanded by the first party under and in accordance with the terms of this Indenture, then and in such event the second party shall be and is hereby released from furnishing such ice during the period or periods of time, and no penalty shall be incurred by reason of such inability, pro-

298 vided that in case of fire or other accident over which said second party has no control, which shall either damage or destroy such ice plant or storage buildings, the second party shall repair such damage or reconstruct such ice plant or storage buildings in the shortest time practicable. It being understood, between the parties, that the exemption from liability of said second party shall not relieve the first party from its obligations to continue taking such ice whenever the second party is able to resume delivery of ice, provided such delivery is resumed within the shortest time practicable and within a period of five (5) months from date of stoppage.

9. That the maximum quantity of ice to be furnished under this agreement shall (until the capacity of the plant to be constructed by the second party shall have been increased as herein provided) be thirty-six thousand (36,000) tons per year, but that a large proportion of the icing of refrigerator cars must necessarily be done between the months of May and September, inclusive, and that if necessary, in order to provide a sufficient quantity of ice for the requirements of the first party during such months, said second party will, at its own cost and expense, erect such storage buildings as may be necessary to guarantee to the first party a full supply

299 of thirty-six (36,000) thousand tons of ice annually, which amount shall be furnished by the second party to the first party at such time and in such quantities as shall be demanded by

the first party, provided, that the first party shall take said ice in the regular course of its business and may not demand more than the aggregate capacity of the plant during the period within which such regular demands are made, based upon a capacity of one hundred (100) tons daily from the first day of December, that is to say, to the first day of January, not more than thirty-one hundred (3100) tons may be demanded in the aggregate; between the first day of December and the first day of July, not more than twenty-one thousand (21,000) tons in the aggregate, and so proportionately throughout each year.

10. That the first party shall make payment to the second party for all ice furnished to it hereunder by the second party within thirty (30) days after the month during which such ice shall have been furnished and delivered to the first party as herein provided, and a current invoice covering such ice is rendered by the second party to the first party, less such amounts as may be due it
300 from the second party for water, or for other items of debit during such month under the terms hereof.

It is, however, expressly understood and agreed that of the amount due and payable by the first party hereunder, the first party shall pay each month a sum equal to fifty (50) cents per ton on each ton of ice so delivered by the second party to the first party during the preceding month, to the Trustee to be hereafter designated by the second party, in a certain deed of trust or mortgage upon said ice plant and storage buildings, and all additions to, improvements and appurtenances thereof when and as the same are constructed and completed, together with the contents thereof and all the rights of the second party in and to the same, and in and to the leasehold interest proposed to be granted it by the first party in the land upon which such plant and buildings and additions thereto are proposed to be erected under the lease aforementioned, and all the second party's rights and interests in and to this indenture, which mortgage the second party is about to execute and deliver to a Trustee to be hereafter selected, to secure an issue of bonds which shall not exceed in the aggregate one hundred and twenty-five thousand dollars ($125,000), and all of which shall mature not later than
301 twelve (12) years from and after January 1st, 1906, and which shall be redeemable at the option of the second party ten (10) years after date; that all the payments so made by the first party to said Trustee shall be held and used by such Trustee for the redemption of such bonds, both principal and interest; that when the total amount of such payments to such Trustee shall have become sufficient to pay all said bonds, and the same shall have been fully paid and cancelled, and upon production of satisfactory evidence thereof to the first party, the first party shall thereafter pay monthly, directly to the second party the entire price for amount of ice furnished as aforesaid, and in the manner above provided; Provided, however, that in case the first party shall at the end of the first five years of the term herein provided buy and pay for said ice plant and other property therewith connected of the second party as hereinafter provided, and shall thereupon elect to redeem said

outstanding bonds, the second party shall pay the premium of 2½% thereon.

Provided, also, that the covenant of the first party to make said payments to said Trustee shall create no obligation whatever on the part of the first party, except to constitute the Trustee the agent of the second party, to receive and receipt for said portion of the
302 payment required to be made by the first party under the provisions hereof.

11. That the first party shall have the right at the expiration of any period of five (5) years during the term hereof, upon giving sixty (60) days written notice to the second party, to cancel this agreement upon the payment to the second party of the actual value of the ice plant and all buildings, structure or other improvements placed by the second party upon the property to be furnished by the first party to the second party, as such value shall be agreed upon between the parties hereto, and subject to the outstanding bonds; it being expressly understood that the first party shall not be required to pay to the second party any sum on account of good-will or injury to the business of the second party, but that the value of such plant, buildings and improvements shall in no event exceed the actual cost thereof, less depreciation, if any, by reason of use. And in case the parties hereto are unable to agree upon the value of such improvements, such value shall be determined by three arbitrators, one to be selected by the first party, another to be selected by the second party, and the two thus selected to select a third, and the decision of the three thus selected as to the value as a plant in operation
303 of the ice plant improvements placed by the second party upon the premises of the first party shall be final, and shall establish the amount to be paid by the first party to the second party in event the first party shall elect to so terminate this indenture and purchase such ice plant and improvements.

12. That at the expiration of the term for which this contract is made as hereinafter set forth, in the event that no agreement or lease is made between the parties hereto for the continuation of the business, and in such case at the end of any extention of said term, the second party shall have the right to remove, and shall remove within three months thereafter from the premises of the said first party, all of the improvements, machinery, and materials it shall have placed thereon under this contract and shall leave the premises of the first party in the same condition as they existed at the making of this contract; and shall complete and conclude the work of such removal within a period of three months from the date of the expiration of this contract, or of any *removal* thereof.

13. That should any dispute arise between the parties as to the meaning of this contract or any part thereof, such meaning shall be determined by arbitrators to be selected in the manner set forth in the eleventh paragraph hereof.

304 14. That this Indenture, unless sooner terminated as hereinbefore provided, shall remain in force for a term of fifteen years from December 1st, 1905, and all of its covenants and provisions shall extend to, and be binding upon the successors and

assigns of the second party to the same extent and effect as they are binding upon the second party, and each and every covenant herein shall be binding upon and shall inure in favor of and run to the successors and assigns of the first party, and to each and every person, firm or corporation which may hereafter own, control, or operate said railway line of said first party.

In witness whereof, the parties hereto have executed this Indenture in duplicate, the day and year first hereinabove written.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,

[SEAL.] By W. E. HODGES, *Its General Purch. Agt.*

Attest:
E. WILDER,
Its Secretary.

Approved:
E. P. RIPLEY, *President.*

SANTA FE ICING COMPANY,
By A. P. MAGINNIS, *Its President.*

Attest:
[SEAL.] CHAS. E. JEWETT,
Its Secretary.

305 Interstate Commerce Commission.

Docket No. 3000.
Comp's' Exhibit No. 65.
Stenographer, Longley.

Date 3-29-1910.
Witness, —— ——.

CHICAGO, ILL., *Dec.* 20, 1909.

X—70416.

Contract 20753-A.

Mr. E. L. Copeland, Secretary, Topeka, Kans.

DEAR SIR: This will acknowledge receipt of copy of contract 20753-A with the Newton Ice Cold Storage & Carbonating Company.

Yours truly,
(Sgnd.) J. S. LEEDS.

TOPEKA, 17 *December*, 1909.

Enc. copy of contract No. 20753-A.

306 Mr. J. S. Leeds, Mgr., S. F. R. S. Co., Chicago, Ills.

DEAR SIR: Kindly acknowledge on enclosed form receipt of copy of contract No. 20753-A Newton Ice Cold Storage & Carbonating Company, sent herewith for your files.

Yours truly,
E. L. COPELAND, *Secretary,*
By S.

J. F. C.
Enclosure.

Copy.

Secretary's Contract No. 20753-A.

The Newton Ice Cold Storage — Carbonating Company.

The A., T. & S. F. Ry. Co.

NOVEMBER 8, 1909.

Supplemental Agreement Relating to Increasing Capacity of Ice Plant at Newton, Kansas.

307 The Atchison, Topeka & Santa Fe Railway System.

Railway Exchange, 9 Jackson Boulevard, Chicago.

Department of Purchases and Stores.

Supplemental Agreement.

CHICAGO, *November* 7, 1909.

Newton Ice Cold Storage & Carbonating Company, Newton, Kansas.

GENTLEMEN: Referring to our contract dated May 1, 1906 Article 2, Section 4, reading as follows:

"That it will within one (1) year after written demand is made by the first party, increase the capacity of the plant to the extent required and demanded by the first party; provided, however, that the first party shall, when the capacity of such plant shall have been increased, be required to purchase from the second party a quantity of ice in excess of that provided to be purchased by the first party hereunder, by an amount of at least (50) fifty percent of the added capacity of the plant, provided, however, that if such increased capacity is demanded by the first party, this con-
308 tract shall be extended, so that its life shall run not less than ten (10) years after the increased capacity shall have been added."

In accordance with our verbal agreement, please arrange to increase the storage capacity of the plant to a total of ten thousand (10,000) tons. It is understood that our present storage capacity is four thousand (4,000) tons so that the increase demanded by us amounts to six thousand (6,000) tons, and under the contract the minimum amount to be taken by us is increased by fifty (50) percent or three thousand (3,000) tons making the minimum amount of ice to be taken by us regularly during the balance of the contract seven thousand (7,000) tons instead of four thousand (4,000) tons.

There is nothing in the contract providing for an increase in the maximum amount which you will furnish, and I presume it will be satisfactory to you, and by this agreement you agree that the maximum amount you are to furnish shall be increased from four-

teen thousand six hundred (14,600) tons to seventeen thousand six hundred (17,600) tons.

309 Referring to that portion of Article 2, Section 4, relating to the extension of the contract, as this contract still has ten (10) years to run the life of said contract is not increased by this demand for an increased capacity of the plant.

I am writing this letter in duplicate, and your acceptance hereon will constitute a supplemental agreement to the contract first referred to.

Yours truly,

W. E. HODGES,
Vice President.

Accepted:
NEWTON ICE, COLD STORAGE AND CARBONATING COMPANY,
By J. W. PUETT, *President.*
[SEAL.]
M. T. McGRAW, *Secretary.*

H.—W. S.

A true copy.

J. F. SCOTT,
Ass't Sec. A., T. & S. F. Ry. Co., Topeka, Kans.

12-15-09.

310 CHICAGO, *Jan.* 18, 1907.

L—35010.

Mr. E. L. Copeland, Sec., S. F. R. D. Co., Topeka, Kans.

DEAR SIR: Please see your letter of Jan. 9th, registered No. 819, under which you sent me copy of contract No. 20753 with the Newton I., C. S. & C. Co. I am very much obliged for the information and will be glad to remain on your mailing list for contracts involving cost of ice to this Company.

Yours truly,
(Sgnd.) J. S. LEEDS.

TOPEKA, 9 *January*, 1907.

Mr. J. S. Leeds, Mgr., S. F. R. D. Co., Chicago.

DEAR SIR: Herewith for your information and file, I enclose copy of contract No. 20753 with the Newton Ice Cold
311 Storage & Carbonating Company.

Yours truly,

E. L. COPELAND, *Secretary.*
S.

J. F. S.
Enc.
Reg. No. 819.
From Sec. the A., T. & S. F. Co., Topeka, Kans.

Secretary's Contract No. 20753.

The Newton Ice, Cold Storage, and Carbonating Company.

The A., T. & S. F. Ry. Co.

May 1, 1906.

In Effect as to Ice December 1, 1906. Expires December 1, 1921, or on 60 Days' Notice by Ry. Co. Before End of Any Period of 5 Years.

Contract for Installing Ice Plant & Supplying Ice to Railway Co. Side-track and Switching, Newton, Kansas.

This indenture, Made this first day of May, 1906, between
312 The Atchison, Topeka & Santa Fe Railway Company, a corporation organized and existing under the laws of the State of Kansas, hereinafter called the first party, and The Newton Ice, Cold Storage and Carbonating Company, a corporation organized and existing under the laws of Kansas, and having its principal office at Newton, Kansas, hereinafter called the second party, witnesseth:

Whereas, The first party owns and operates a line of railway in and through the State of Kansas, and in the operation of said railway uses large quantities of ice at its stations on said railway at Newton, Kansas, and at other points along the line of said railway, for icing refrigerator cars, and for other purposes and;

Whereas, the second party is engaged in the business of manufacturing ice, and desires to install at Newton, Kansas, a plant for the purpose of supplying ice to the first party;

Now, therefore, this indenture witnesseth:

Article 1.

In consideration of the premises and of the covenants of
313 the second party by it to be kept and performed, the first party covenants and agrees to and with the second party as follows:

1. That it will furnish to the second party a convenient site upon its station grounds at said station at Newton, Kansas, for the erection of a plant for the purpose of manufacturing, storing and distributing ice.

2. That it will purchase of and from the second party all ice required by it on its line of railroad at said station of Newton, for icing refrigerator cars, and for other purposes for which it may desire to use ice at said station, and during the term hereof will pay to the second party therefor, the rates hereinafter specified, and that the quantity of ice to be purchased by said first party of the second party shall not be less than four thousand (4,000) tons per annum, during the life of this indenture.

3. That it will switch to and from the plant proposed to be con-

structed by the second party all cars to be loaded with ice for the use of the first party and will place such cars in a convenient location for the prompt and efficient icing of such cars, and handling of ice to be placed therein, free of charge to the second party.

4. That it will provide a suitable spur track at convenient location, to enable the second party to handle fuel from cars to boiler room, and will switch said cars free to and upon said spur track, provided the said fuel is shipped from mines into Newton over the Railway of said party.

5. That it will permit the second party to use such portion of its property as may be necessary to provide a roadway to enable the second party to reach the proposed ice plant with teams; and will also permit the second party to locate telephone poles on such portion of its right-of-way as may be necessary to enable the second party to connect a telephone at the ice plant with the exchange in the City of Newton: provided, however, that the location of such road-way or telephone poles shall not interfere with the business of the first party, and the location, thereof, shall first be approved by the Superintendent of the first party.

Article 2.

In consideration of the premises and of the agreement of the first part- hereinbefore set forth, the second party stipulates and agrees:

1. That it will at its own entire cost and expense construct, locate and equip upon the premises to be leased to it by the first party, an ice plant having a capacity of not less than sixteen thousand (16,000) tons of ice annually, and will have the same in full operation and of sufficient capacity to turn out ice at the rate of not less than fifty (50) tons daily on or before 6 months from date of approval of plans referred to in section 5, article 2 hereof.

2. That it will so erect a plant as to location and construction that the capacity of same may be increased if demanded by the said party of the first part as provided herein.

3. That it will install such water pipe, sewer pipes, and drains, as may be necessary to connect with the existing water and sewer pipes of the first party at its own sole cost and expense, the intent of this paragraph being that the second party shall bear the necessary expense in the installation of a complete plant, except the land, the use of which is to be granted by the first party to the second party free of cost to the second party.

4. That it will within one (1) year after written demand is made by the first party, increase the capacity of the plant to the extent required and demanded by the first party: Provided, however, that the first party shall, when the capacity of such plant shall have been increased be required to purchase from the second party a quantity of ice in excess of that provided to be purchased by the first party hereunder, by an amount of at least fifty (50) per cent of the added capacity of the plant: Provided, however, that if such increased capacity is demanded by the first party, this

contract shall be extended, so that its life shall run not less than ten (10) years after the increased capacity shall have been added.

5. That it will install such machinery as may be necessary for the prompt handling of ice from said ice house to refrigerator cars, to be iced at said station, in accordance with plans to be submitted to and approved by said first party, and will promptly ice all refrigerator cars which the first party shall desire to have iced at said station.

6. That the second party shall not assigned this indenture for any right or interest herein or hereunder, or sublet the whole or any part of the plant proposed to be constructed by second party, or the warehouse or storages houses to be used in connection there-
317 with, without the written consent and approval of the President of the first party. In case of any assignment or transfer by operation of law, of the rights of the second party hereunder, first party may at its option terminate this agreement and all rights of the second party, its successors or assigns hereunder in or under the same shall thereupon cease and be terminated.

7. That the second party shall ship all fuel and supplies for the said ice plant over the first parties lines of railroad providing the rates to Newton, Kansas shall be no higher there than the rates via other railways.

Article 3.

It is mutually agreed and understood:

1. That the price of ice to be charged by the second party and paid by the first party for the ice furnished to the first party hereunder, shall be:

(*a*) Loaded in bunkers of refrigerator cars, two dollars and fifty cents ($2.50) per ton.

(*b*) Ice delivered direct from ice machine or storage houses into cars for use at Newton, or elsewhere, one dollar and seventy five cents ($1.75) per ton.

Provided, however, it is agreed that the prices of ice herein
318 fixed at based upon a price of Two dollars ($2.00) per ton for Frontenac Mill coal (delivered to the ice plant) or other fuel of such quality that one ton thereof burned will evaporate an amount of water sufficient to manufacture five (5) tons of ice. Should the price of such Frontenac mill coal, or of such other equivalent fuel, increase or decrease, the agreed price of ice shall increase or decrease at the rate of two (2) cents per ton for each ten (10) cents of decrease or increase above or below said two dollars ($2.00), assuming that each ton of coal, or other equivalent fuel, burned shall insure the manufacture of five tons of ice.

2. That if the second party shall at any time during the term thereof, fail or refuse to supply ice to said first party as provided in this contract, unless prevented from so doing by fire, strikes or other causes over which it has no control, then and in that case said first party may take possession of said ice plant and operate said plant for its own sole benefit and use, and use the products thereof in its re-

frigerator cars and for other purposes, and shall pay and the second party shall receive as full compensation for such use, an
319 amount annually at the rate of three per cent (3) per annum based upon the valuation of the plant, to be agreed upon, not to exceed, however, the total amount invested therein by the said second party; said first party paying insurance, taxes and repairs. Provided, however, if the parties hereto agree upon the valuation as referred to herein, such valuation shall be determined by arbitration in the same manner as provided in section 10, Article 3.

3. That the second party will not sell ice to any other railway company or companies, or to any other refrigerator car line or car lines, or ship any ice from Newton, Kansas, to any person or persons, firms or corporations, without the written consent and approval of the General Purchasing Agent of the first party first had and obtained; provided, however, that the extent of this section is to protect the minimum and maximum quantity of ice to be furnished hereunder. Any surplus above sixteen thousand (16,000) tons, or the maximum quantity to be furnished hereunder, may be sold by the second party without reference to the first party, provided further that should the second party with the consent of the first party sell or in any manner dispose of ice to other persons, firms or corporations than
320 the first party, the total amount of ice so sold or disposed of by second party during any year shall be deducted from the maximum quantity of ice which the second party is required by the terms hereof to deliver to first party during such year.

4. That all ice furnished to the first party by the second party under the terms of this agreement shall be subject to the inspection of the first party before acceptance thereof by it, and unless such ice is good, merchantable ice, the said first party shall have the option to accept or reject such ice.

5. That if at any time during the term hereof the ice plant or storage buildings proposed to be operated by the second party shall be damaged or destroyed by fire or any other casualty over which said second party has no control, the second party will as soon as it is possible for it to do so, repair such damage and construct said ice plant or storage buildings to the end that the interruption of supplying to the first party by the second party of such ice shall be reduced to the shortest practicable period of time.

6. That the first party will, to the best of its ability, give to the second party accurate information one hour in advance of
321 the time of arrival at the ice plant of second party at Newton, Kansas, of the cars to be iced, and if, in order to avoid delay to traffic, the first party shall require the second party to have ice on the platform at ice houses ready to ice cars immediately, when placed for icing, shrinkage by meltage of the ice so placed on platform shall not be charged to the second party; provided, however, that the cakes of ice when delivered on said platform shall average not less than three hundred and ten (310) pounds each, and shall be charged to the said first party on the basis of three hundred (300) pounds to the cake.

7. That if at any time during the term hereof the second party, by reason of fire, strike, or other causes beyond its control shall be unable to furnish the ice required or demanded by the first party under and in accordance with the terms of this Indenture, then and in such event the second party shall be and is hereby released from further furnishing such ice during the period or periods of time, and no penalty shall be incurred by reason of such inability, provided that in case of fire or other accident over which said second party has no control, which shall either damage or destroy such ice plant or storage buildings, the second party shall repair
322 such damage or re-construct such ice plant or storage buildings in the shortest time practicable. It being understood between the parties that the exemption from liability of said second party shall not relieve the first party from its obligation to continue taking such ice whenever the second party is able to resume delivery of ice, provided such delivery is resumed within the shortest time practicable, and within a period of five (5) months from date of stoppage.

8. That the maximum quantity of ice to be furnished under this agreement shall (until the capacity of the plant to be constructed by the second party shall have been increased as herein provided) be fourteen thousand six hundred (14,600) tons per year, but that a large proportion of the icing of refrigerator cars must necessarily be done between the months of May to September, inclusive, and that if necessary, in order to provide a sufficient quantity of ice for the requirements of the first party during such months, said second party will, at its own sole cost and expense, erect such storage buildings, as may be necessary to guarantee to the first party a full supply of fourteen thousand six hundred (14,600) tons of ice annually, which amount shall be furnished by the
323 said second party to the first party at such time and in such quantities as shall be demanded by the first party, provided, that the first party shall take such ice in the regular course of its business and may not demand more than the aggregate capacity of the plant during the period within which such regular demands are made, based upon a capacity of forty (40) tons daily from the first day of December; that is to say, on the first day of January not more than twelve hundred and forty (1240) tons of ice may be demanded in the aggregate, and between the first day of December and the first day of July not more than eight thousand four hundred and eight (8,480) tons in the aggregate, and so proportionately throughout each year.

9. That the first party shall make payment to the second party for all ice furnished to it hereunder by the second party within thirty (30) days after the month during which such ice shall have been furnished and delivered to the first party as herein provided, and a correct invoice covering such ice is rendered by the second party to the first party.

10. That the first party shall have the right at the expiration of

any period of five years during the term thereof, upon giv-
324 ing sixty (60) days' written notice to the second party, to cancel this agreement upon the payment to the second party of the actual value of the ice plant and all buildings, structures or other improvements placed by the second party upon the property to be furnished by the first party to the second party, as such value shall be agreed upon between the parties hereto, it being expressly understood that the first party shall not be required to pay to the second party any sum on account of good-will or injury to the business of the second party, but that the value of such plant, buildings and improvements shall in no event exceed the actual cost thereof, less depreciation, if any, by reason of use, And in case the parties hereto are unable to agree upon the value of such improvements, such values shall be determined by three arbitrators, one to be selected by the first party, another to be selected by the second party, and the two thus selected to select the third, and the decision of the three thus selected as to the value as a plant in operation of the ice plant and improvements placed by the second party upon the premises of the first party shall be final, and shall establish the amount to be paid by the first party to the second party in
325 event the first party shall elect to so terminate this indenture, and purchase such ice plant and improvements.

11. That at the expiration of the term for which this contract is made as hereinafter set forth, in the event that no agreement or lease is made between the parties hereto for the continuation of the business, and in such case at the end of any extension of said term, the second party shall have the right to remove, and shall remove within three (3) months thereafter from the premises of the said first party, all of such improvements, machinery and materials it shall have placed thereon under this contract, and shall leave the premises of the first party in the same condition as they existed at the beginning of this contract; and shall complete and conclude the work of such removal within the period of three (3) months from the date of the expiration of this contract or of any renewal thereof.

12. That should any dispute arise between the parties as to the meaning of this contract, or any part thereof, such meaning shall by determined by arbitrators to be selected in the manner set forth in the 10- paragraph hereof.

13. This agreement shall become effective from the date
326 thereof, except as to the obligations of the parties hereto to purchase, sell or deliver ice, which obligation shall become effective on December 1st, 1906; and unless sooner terminated as hereinbefore provided, shall remain in force for a term of fifteen (15) years from December 1st, 1906, and all of its covenants and provisions shall extend to and be binding upon the successors and assigns of the second party to the same extent and effect as they are binding upon the second party, and each and every covenant herein shall be binding upon and shall inure in favor of and run to the successors and assigns of the first party, and to each and every person, firm or corporation which may hereafter own, control or operate said railway lines of the said first party.

Statement Showing Number of Carloads Citrus Fruits, Lemons and C

Group.	Nov.		Dec.		Jan.		Feb
	L.	O.	L.	O.	L.	O.	L.
A.....	....	....	....	....	....	....	....
B.....	13	2	5	40	16	115	16
C.....	91	37	74	320	97	512	108
D.....	54	17	39	181	69	224	77
E.....	29	12	26	89	38	89	26
F.....	26	14	22	107	34	111	28
G.....	8	13	7	34	7	32	9
H.....	2	4	2	14	5	5	4
I.....	8	32	15	73	16	23	4
J.....	8	2	4	17	12	33	8
Total.....	239	133	194	875	294	1144	280

DEFENDANT'S EXHIBIT No. 2.

Topeka & Santa Fe Railway Company—Coast Lines.

OFFICE OF AUDITOR, LOS ANGELES, CALIFORNIA, —— —, 1910.

—, 1910.

arate, Destined to Various Group Territories, as per Governing Tariffs, Beginning with and Including Group J, Colorado ritory, for Year Ending October 31, 1909.

October 31,

Mar.		Apr.		May.		Jun.		Jul.		Aug.		Sep.		Oct.		Total.		Total.	
L.	O.	L.	O.	L	O.	L.	O.	L.	O.	L.	O.	L.	O.	L.	O.	L.	O.	L.	O.
....	....	....	....	....	....	....	....	...	....	....	....	....	....	....	....	....	....	39	139
154	17	182	14	122	13	112	25	66	2	24	1	50	4	10	137	1043	366	767
1269	149	1768	152	1216	154	966	203	463	62	243	12	270	14	176	1224	8318	710	2351
378	82	531	89	363	116	312	161	127	82	93	17	93	21	82	882	2794	77	273
240	50	302	40	206	78	149	117	93	58	52	6	82	8	29	502	1551	353	1588
209	72	317	63	207	103	223	111	111	75	61	13	49	18	34	612	1634	152	2696
61	20	95	35	86	63	62	48	42	33	27	6	18	1	7	255	521	45	521
17	17	13	8	20	34	20	26	13	12	8	8	15	3	5	130	141	1742	8323
32	16	34	20	32	41	37	30	29	24	16	9	12	8	13	201	361		
30	8	48	18	37	22	32	27	18	11	12	4	9	7	7	138	272		
2390	431	3290	439	2289	624	1913	748	962	359	536	76	598	84	364	4081	16635		

In witness whereof, the parties hereto have executed this indenture in duplicate, the day and year first hereinabove written.

THE ATCHISON, TOPEKA & SANTA FE RAILWAY CO.,
[SEAL.] By W. E. HODGES, *Gen. Pur. Agent.*

Attest:

E. L. COPELAND,
327 *Its Secretary.*

Approved:

E. P. RIPLEY, *President.*

THE NEWTON ICE, COLD STORAGE AND CARBONATING CO.,
[SEAL.] By W. J. PUETT, *Its President.*

Attest:

M. T. McGRAW,
Its Secretary.

Form approved:

ROBERT DUNLAP, *Gen'l Att'y.*

A true copy,

J. F. SCOTTS,
For Secretary The A., T. & S. F. Ry. Co.,
Topeka, Kans.
1/9/07.

[Defendant's Exhibit No. 1 omitted by stipulation.]

(Here follows Defendant's Exhibit No. 2, side page 328.)

Page 2.

The Atchison, Topeka & Santa Fe Railway Company—Coast Lines.

Copy of Page 4, Trans-Continental Freight Bureau, East-Bound Tariff No. 3-H, Dated Oct. 15, 1909: "Santa Fe System" Tariff No. 5969-D.

Application of This Tariff.

The following shows in a general way the territory to which rates named herein apply. For specific application, see pages 5 to 14, inclusive:

Group A.

New York Pier of Southern Pacific Co.'s Atlantic S. S. Lines (Morgan Line) via New Orleans, La., or Galveston, Tex.
New York Pier of Mallory S. S. Co.—via Galveston, Texas.

Group B.

Connecticut.	Massachusetts.	Rhode Island.
Maine.	New Hampshire.	Vermont.

Group C.

Alabama points shown on page 5.	Michigan (Southern peninsula) as shown on Page 9.	Ohio.
Canada (Eastern) subject to differentials as noted on pages 15 to 28 inclusive.	Mississippi points (except as shown on page 9).	Pennsylvania.
		Tennessee points as shown on page 11.
330	New Jersey.	Virginia points as shown on page 12.
Delaware.	New York points (except N. Y. Piers of Sou. Pac. Co.'s Atlantic S. S. Lines—Morgan Line—and Mallory S. S. Co.).	West Virginia points (except as shown on page 13).
District of Columbia.		
Indiana points as shown on page 6.		
Kentucky points as shown on page 7.		
Maryland.		

Statement Showing Number of Carloads Citrus Fruit, Lemons and

Group.	Nov.		Dec.		Jan.		Fe
	L.	O.	L.	O.	L.	O.	L.
1.....	....	....	....	....	....	....	....
2.....	....	....	....	....	....	....	....
3.....	....	1	....	....	....	....	....
4.....	....	....	....	....	....	....	....
5.....	....	2	....	....	....	....	....
6.....	....	2	....	....	....	1	....
7.....	....	....	....	....	....	....	....
Total.....	....	5	....	....	....	1	....

DEFENDANT'S EXHIBIT No. 3.

The Atchison, Topeka & Santa Fe Railway Company—Coast Lines.

OFFICE OF AUDITOR, LOS ANGELES, CALIFORNIA, —— —, 1910.

Oranges Separate, Moved under Refrigeration, Destined East of and Including Colorado Territory, for Year Ending October 31, 1909, Grouped According to Governing Refrigeration Tariffs.

eb.		Mar.		Apr.		May.		Jun.		Jul.		Aug.		Sep.		Oct.		Total.	
O.	L.	O.	L.	O.	L.	O.	L.	O.	L	O.	L	O.	L.	O.	L.	O.	L.	O.
....	....	2	2	18	1	35	8	26	19	20	8	11	1	8	....	7	39	139
....	....	19	5	126	26	189	90	166	141	101	91	78	12	57	1	31	366	767
....	1	82	18	552	52	573	173	498	293	262	153	130	18	168	2	85	710	2351
....	....	18	2	59	5	53	20	58	41	31	8	17	....	26	1	11	77	273
....	....	62	15	273	44	394	92	372	138	161	57	90	6	90	1	44	353	1588
1	....	111	19	796	53	642	38	375	37	274	5	171	....	181	....	142	152	2696
....	....	18	5	124	9	123	9	97	19	61	3	30	....	50	....	18	45	521
1	1	312	66	2048	190	2009	430	1592	688	910	325	527	37	580	5	338	1742	8323

(Here follows Defendant's Exhibit No. 3, side page 332.)

Group D.

Illinois points as shown on page 6. Indiana points as shown on page 6.	Michigan (Northern peninsula) except as shown on page 8. Michigan (Southern Peninsula) as shown on page 9.	Wisconsin points as shown on page 14.

Group E.

Arkansas points (except as shown on page 5). Illinois points as shown page 6. Iowa points as shown on page 7.	Kentucky points as shown on page 7. Louisiana points (except as shown on page 8). Minnesota points as shown on page 9.	Missouri points as shown on page 10. Tennessee points as shown on page 11. Wisconsin points as shown on page 14.

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Group G.

Kansas points as shown on page 7.	Nebraska points (except as shown page 10).	New Mexico points shown on page 10.

Group H.

Oklahoma.

Group I.

Texas points (except as shown on page 11).

Group J.

Colorado points shown pages 5 and 6.	Wyoming points shown on page 14.

(Here follows Defendant's Exhibit No. 3, side page 332.)

333 The Atchison, Topeka & Santa Fe Railway Company, Coast Lines.

Showing the Various Territories Grouped as Per Santa Fe Refrigerator Despatch Company Tariff, Naming Refrigerator Rates Covered by Santa Fe System Tariff No. 8123-C.

Group 1.

El Paso, Tex.
All points in Arizona.
#All points in California.
All points in Colorado.
#From points in Arizona only.
All points in Nevada.
All points in New Mexico.
All points in Oregon.
All points in Utah.
All points in Wyoming.

Group 2.

Amarillo, Tex.
Council Bluffs, Iowa.
Dalhart, Tex.
Dallas, Tex.
Deadwood, S. D.
Edgemont, S. D.
Fort Worth, Tex.
Kansas City, Mo.
Lead, S. D.
Piedmont, S. D.
Rapid City, S. D.
Sioux City, Iowa.
St. Joseph, Mo.
All points in British Columbia.
All points in Idaho.
All points in Kansas.
All points in Montana.
All points in Nebraska.
All points in Oklahoma.
All points in Washington.

Group 3.

Alberta Province, Can.
Albert Lea, Minn.
Austin, Tex.
Beaumont, Tex.
Brownwood, Tex.
Carthage, Mo.
Cleburne, Tex.
Corsicana, Tex.
Denison, Tex.
Eau Claire, Wis.
Faribault, Minn.
Fond du Lac, Wis.
Galveston, Tex.
Green Bay, Wis.
Houston, Tex.
Jefferson City, Mo.
Joplin, Mo.
La Crosse, Wis.
Lockhart, Tex.
Mankato, Minn.
Milwaukee, Wis.
Minneapolis, Minn.
Oshkosh, Wis.
Paris, Tex.
Pipestone, Minn.
San Angelo, Tex.
San Antonio, Tex.
St. Louis, Mo.
St. Paul, Minn.
Sedalia, Mo.
Sherman, Tex.
Springfield, Mo.
Temple, Tex.
Texarkana, Tex.
Waco, Tex.
Winona, Minn.
All points in Arkansas.
All points in Illinois.
All points in Iowa, except Council Bluffs and Sioux City (See Group 2).
All points in Louisiana.
All points in South Dakota, except Deadwood, Edgemont, Lead, Piedmont, and Rapid City (See Group 2).

Group 4.

Battle Creek, Mich.
Grand Rapids, Mich.
Jackson, Mich.
Kalamazoo, Mich.
Memphis, Tenn.
All points in Indiana.

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Group 5.

Allegheny, Pa.
Ashland, Wis.
Beaver Falls, Pa.
Brantford, Ont.
Buffalo, N. Y.
Crookston, Minn.
Duluth, Minn.
Erie, Pa.
Fergus Falls, Minn.
Guelph, Ont.
Kingston, Ont.
London, Ont.
McKeesport, Pa.
Meadville, Pa.
New Castle, Pa.
Pittsburgh, Pa.
Sharon, Pa.
Superior, Wis.
Toronto, Ont.
Washington, Pa.
All points in Alabama.
All points in Kentucky.
All points in Manitoba.
All points in Michigan, except points shown in Group 4.
All points in Mississippi.
All points in North Dakota.
All points in Ohio.
All points in Saskatchewan Province, Canada.
All points in Tennessee, except Memphis (See Group 4).
All points in West Virginia.

Group 6.

Montreal, P. Q.
Outremont, P. Q.
Ottawa, Ont.
Washington, D. C.
All points in Delaware.
All points in Georgia.
All points in Maryland.
All points in North Carolina.
All points in New York, except Buffalo (See Group 5).
All points in New Jersey.
All points in Pennsylvania, except as provided for in Group 5 (See Group 5).
All points in South Carolina.
All points in Virginia.

Group 7.

Quebec, P. Q.
All points in Connecticut.
All points in Florida.
All points in Maine.
All points in Massachusetts.
All points in New Hampshire.
All points in New Brunswick, Can.
All points in Rhode Island.
All points in Vermont.

DEFENDANT'S EXHIBIT 4.

The Atchison, Topeka & Santa Fe Railway Company—Coast Lines.

OFFICE OF AUDITOR,
LOS ANGELES, CALIFORNIA, —— —, 1910.

Statement Showing Number of Telegrams Sent and Received by Auditor, Based on the Commercial Rate (Excluding Those Received from J. S. Leeds and A. A. Hayes), Account of Diversions on Carloads Citrus Fruit, Lemons and Oranges Separate, Shipped During Years Ending October 31, 1909, Destined East of and Including Group J, Colorado Territory, as per Governing Tariffs.

Month.	Lemons.		Oranges.		Others.		Total.	
	No. of tlgms.	Cost.	No. of tlgms.	Cost.	No. of tlgms.	Cost.	No. of telgs.	Cost.
November, '08.....	254	453 22	130	231 25	...	.....	384	684 47
December, '08.....	241	439 13	1,015	1,790 12	3	4 04	1,259	2,233 29
January, '09.....	325	615 18	1,313	2,278 20	...	.....	1,638	2,893 38
February, '09.....	322	567 33	1,505	2,607 45	12	17 91	1,839	3,192 69
March, '09.....	352	631 18	1,928	3,508 95	46	72 18	2,326	4,212 31
April, '09.....	291	525 68	1,808	3,417 13	9	14 86	2,108	3,957 67
May, '09.....	504	930 35	1,555	3,006 33	3	6 02	2,062	3,942 70
June, '09.....	547	1,017 16	1,309	2,409 71	26	46 79	1,882	3,473 66
July, '09.....	866	1,713 11	1,103	2,145 68	11	23 47	1,980	3,882 26
August, '09.....	337	637 01	571	1,124 86	28	52 07	936	1,813 94
September, '09.....	189	373 91	756	1,502 04	15	26 51	960	1,902 46
October, '09.....	102	179 81	439	863 49	5	9 07	546	1,052 37
November, '09.....	52	92 03	73	136 28	6	14 00	131	242 31
Total.....	4,382	8,175 10	13,505	25,021 49	164	286 92	18,051	33,483 51

Statement Showing Number of Telegrams Sent and Received by Manager, Based on the Commercial Rate (Excluding Those Received from W. J. Healy and A. A. Hayes), Account of Diversions on Carloads Citrus Fruit, Lemons and Oranges Separate, on Request of Owners, on Cars Moving During the Twelve Months Ending October 31, 1909.

Month.	Lemons.		Oranges.		Others.		Total.	
	No. of telgs.	Cost.	No. of telgs.	Cost.	No. of telgs.	Cost.	No. of telgs.	Cost.
Nov. '08	282	358 99	118	165 97	...	.....	400	524 96
Dec. '08	205	286 19	695	914 32	...	.....	900	1,200 51
Jan. '09	231	291 38	1,186	1,512 17	...	.....	1,417	1,803 55
Feb. '09	169	247 93	1,773	2,266 01	50	102 13	1,992	2,616 07
Mar. '09	232	291 23	2,074	2,784 64	...	.....	2,306	3,075 87
Apr. '09	387	306 25	2,005	2,535 81	51	108 86	2,443	2,950 92
May '09	241	505 96	1,829	2,620 37	...	.....	2,070	3,126 33
June '09	328	444 21	1,587	2,145 37	...	.....	1,915	2,589 58
July '09	769	1,140 92	1,128	1,533 42	100	327 57	1,997	3,001 91
Aug. 09	414	591 21	471	594 88	58	120 66	943	1,306 75
Sept. '09	180	248 79	559	755 51	...	.....	739	1,004 30
Oct. '09	89	130 22	328	453 87	...	.....	417	584 09
Total	3,527	4,843 28	13,753	18,282 34	259	659 22	17,539	23,784 84

Recapitulation.

Leeds	3,527	4,843 28	13,753	18,282 34	259	659 22	17,539	23,784 84
Healy	4,382	8,175 10	13,505	25,021 49	164	286 92	18,051	33,483 51
Total	7,909	13,018 38	27,258	43,303 83	423	946 14	35,590	57,268 35

Cost of Telegrams.

No. Cars Moved	$57,268 35	Cost per car	$2 76
No. Telegrams Sent	57,268 35	Cost per telegram	1 61
No. Diversions made	57,268 35	Cost per diversion	5 67

DEFENDANT'S EXHIBIT No. 5.

The Atchison, Topeka & Santa Fe Railway Company—Coast Lines.

Office of Auditor.

Statement Showing the Number of Carloads Citrus Fruit, Lemons and Oranges Separate, Diverted Before and After Reaching Billed Destination, Destined to Points East of and Including Group J, Colorado Territory, as per Governing Tariffs—also the Number of Times Each Class Was Diverted—Shipped During Year Ending Oct. 31, 1909.

Lemons.

Before reaching billed destination.								After reaching billed destination.									
		Times diverted—								Times diverted—							
Month—	No. cars.	1	2	3	4	5	Total.	Month—	No. cars.	1	2	3	4	5	6	Total.	Grand total.
November	44	27	24	9	8	..	68	November	59	39	26	21	..	..	..	86	154
December	51	36	22	12	..	..	70	December	30	24	12	..	..	..	..	36	106
January	71	59	12	15	4	..	90	January	50	41	16	3	..	..	..	60	150
February	60	45	26	3	..	..	74	February	66	43	42	3	4	..	..	92	166
March	74	61	26	..	..	..	87	March	57	51	12	..	..	..	..	63	150
April	53	47	12	..	..	..	59	April	59	46	22	3	4	..	..	75	134
May	72	63	20	..	..	..	83	May	84	67	22	15	4	..	..	108	191
June	118	100	38	12	..	..	150	June	100	83	32	3	..	..	..	118	268
July	167	117	62	30	16	..	225	July	150	131	32	9	..	..	..	172	397
August	44	28	26	9	..	..	63	August	86	70	16	18	4	5	..	113	176
September	21	17	6	3	..	..	26	September	22	14	14	..	..	..	..	28	54
October	13	8	6	3	4	..	21	October	26	17	10	12	..	..	..	39	60
Total	788	608	280	96	32	..	1016	Total	789	626	256	87	16	5	..	990	2006

Total No. cars shipped—Lemons	4081	
Oranges	16635	
		20716
Total No. diversions—Lemons	2006	
Oranges	7848	
Others	257	
		10111
Proportion of cars diverted to those shipped		49%

DEFENDANT'S EXHIBIT No. 5.

The Atchison, Topeka & Santa Fe Railway Company—Coast Lines.

Office of Auditor.

Statement Showing the Number of Carloads Citrus Fruit, Lemons and Oranges Separate, Diverted Before and After Reaching Billed Destination, Destined to Points East of and Including Group J, Colorado Territory, as per Governing Tariffs—also the Number of Times Each Class Was Diverted—Shipped During Year Ending Oct. 31, 1909.

Oranges.

Before reaching billed destination.								After reaching billed destination.									
		Times diverted—								Times diverted—							
Month—	No. cars.	1	2	3	4	5	Total.	Month—	No. cars.	1	2	3	4	5	6	Total.	Grand total.
November	31	14	22	9	12	..	57	November	16	13	2	3	4	..	..	22	79
December	264	202	106	21	8	..	337	December	167	128	58	18	8	..	..	212	549
January	346	287	94	33	8	..	422	January	233	174	102	15	20	..	..	311	733
February	435	315	188	54	28	..	585	February	369	291	130	33	8	..	..	462	1047
March	504	398	170	54	8	5	635	March	406	338	118	18	8	5	..	487	1122
April	479	374	170	48	16	..	608	April	526	468	96	30	..	..	..	594	1202
May	338	279	104	15	8	..	406	May	452	378	108	45	12	..	6	549	955
June	374	306	118	24	4	..	452	June	313	254	104	15	4	5	..	382	834
July	248	176	114	36	12	..	338	July	208	176	44	24	4	5	..	253	591
August	59	41	26	12	4	..	83	August	113	88	42	9	4	..	..	143	226
September	132	103	46	15	4	..	168	September	119	96	42	9	..	..	..	147	315
October	70	51	28	15	..	..	94	October	81	66	24	6	..	5	..	101	195
Total	3280	2546	1186	336	112	5	4185	Total	3003	2470	870	225	72	20	6	3663	7848

Total No. cars shipped—Lemons	4081		
Oranges	16635		
		20716	
Total No. diversions—Lemons	2006		
Oranges	7848		
Others	257		
		10111	
Proportion of cars diverted to those shipped		49%	

339 (DEFENDANT'S EXHIBIT No. 5.)

San Pedro, Los Angeles and Salt Lake Railroad Company.
Traffic Department.
Salt Lake Route.

Fred A. Wann,
General Traffic Manager. LOS ANGELES, CAL., ——.

In reply refer to File No. —.

Total Products for 4 Years, Showing Rate Per Ton Per Mile.

	Rate per ton per mile.			
	Year 1906.	Year 1907.	Year 1908.	Year 1909.
Products of Agriculture	1.257	1.138	1.063	1.085
Citrus, 20,668,839 tons one mile, $250,399.69	1.207	.....	.....	.....
" 19,731,240 " " " 249,000.12	.....	1.262	.....	.....
" 30,822,325 " " " 315,796.68	.....	.....	1.025	.....
" 48,359,246 " " " 524,007.11	.....	.....	.....	1.084
Products of Animals	1.658	1.678	1.612	1.716
" " Mines	1.350	1.289	1.209	1.195
" " Forest	1.870	1.795	2.125	2.951
Manufactures	0.964	1.002	1.023	1.106
Other commodities	3.810	4.348	3.439	3.805
Total Commercial Freight	1.455	1.418	1.355	1.396

340 (DEFENDANT'S EXHIBIT No. 7.)

Real Estate and Improvements.

Sectional land must be described by Township, Range and Section, or fractional section, not exceeding 640 acres, and when not so surveyed, by metes or bounds and other description sufficient to identify it. City and town lots must be assessed in the least subdivisions; therefore, on this Statement a line must be given to each lot. Value of Fruit Trees, Grape vines, Buildings, etc., to be carried out on each piece of property separately.

Road district.	School district.	Description of real estate.	Check.	San Bernardino meridian.			Assessed value of land.	Assessed value of improvements.	Deductions for mortgages.	Deputy's remarks. Give assessed value of buildings, trees, vines, etc., separately. Show No. of acres of trees and vines.
				Sec. or lot.	Twp. or block.	Range west.				
....	....	.....	....	....	.....	.....	.....	.....	.....	.....
....	....	.....	....	....	.....	....	.....	.....	.....	.....
....	....	....	....	....	.....	.....	.....	.....	.....	....

Yes or no.

Do you claim mortgage deduction?.....

Give Mortgagee's name here.

....

State amount in deduction column of statement, if claimed.

341 To the Taxpayer:

For the purpose of presenting the value of your county as a fruit producing section, the State Board of Equalization requests you to fill out the blank below.

ALEXANDER BROWN, *Chairman.*

Statistics.

Number of Fruit Trees Growing.

No.	Name.	Non-bearing.	Bearing.
87	Apricot	.....	.....
88	Cherry	.....	.....
89	Fig	.....	.....
90	Olive	.....	.....
91	Peach	.....	.....
92	Pear	.....	.....
93	Prune, French	.....	.....
94	Prune (other kinds)	.....	.....
95	Lemon	.....	.....
96	Orange	.....	.....
97	Almonds	.....	.....
98	Walnut	.....	.....
99	Apples	.....	.....

342 Number of Acres Sown for 1910.

No.		
100	Of Wheat	.....acres.
101	Of Oats	.....acres.
102	Of Barley	.....acres.
103	Of Corn	.....acres.
104	For Hay	.....acres.

How Many Grape Vines Planted.

No.		
105	For Table use	.....acres.
106	For Wine	.....acres.
107	For Raisins	.....acres.

Pay your poll tax now.
It will be $3.00 on and after Aug. 1, 1910.

Examine your Assessments when the Tax Roll is in the hands of County Board of Equalization, July 5th to 18th, 1910.

343 Map Reference.

Indexed by No. —.

.....

Entered. Map Book Compared by

Vol..... Page.. ....

Vol..... Page..... Roll Compared by

Vol..... Page..... ....

By.....

Statement of

....

Residence or P. O. Address.....

Street and No.....

Place of Business..... .....

For the year 1910.

Los Angeles County, California.

Poll Tax..... Age.....

This statement must be properly filled out and returned within ten days to the office of County Assessor, 119 N. Spring St.

....., Deputy Assessor of Los Angeles County.

....., 1910.

344 STATE OF CALIFORNIA,
County of Los Angeles, ss:

I, —— ——, do swear that I am a resident of the county of Los Angeles, that the above list contains a true and correct statement of all property subject to taxation, for which I, or any firm of which I am a member, or any corporation, association or company of which I am President, Cashier, Secretary or Managing Agent, owned, claimed, possessed or controlled at 12 o'clock M. on the first Monday in March last, and which is not already assessed to me this year; and that I have not in any manner whatsoever transferred or disposed of any property, or placed any property out of said county, or my possession, for the purpose of avoiding my assessment on the same, or of making this statement, and that the debts therein stated as owing by me are owing to bona fide residents of this State, or to firms or corporations doing business in this State.

(Sign Here) —— ——.

Subscribed and sworn to before me this — day of ——, 1910.

ED. W. HOPKINS, *Assessor*,

By —— ——,

Deputy Assessor of Los Angeles County, Cal.

345 Poll Tax Payable Now.
See Poll Tax Notice on Back.

You must file statement of All property owned by you with county assessor before June 1st or arbitrary assessment will be made by assessor.

County board of Equalization meets July 5th and continues in session to July 18. After it adjourns no change in your valuation can be made.

Poll Tax Payable on Demand.
"Demand" means Now.

Notice to Taxpayers.

All taxpayers are required by the Constitution to annually make and deliver to the Assessor a statement, under oath, setting forth specifically all the Real and Personal Property owned by such person, or in his possession, or under his control, at twelve o'clock, meridian, on the first Monday in March.

If no statement is furnished to the Assessor, you will be required to furnish a statement to the Board of Equalization in July and they must increase your assessment. (Pol. Code 3633.)

346 Penal Code—Sec. 429. "Every person who unlawfully refuses, upon demand, to give to any County Assessor a list of his property subject to taxation, or to swear to such a list, or who gives a false name or fraudulently refuses to give his true name to any Assessor, when demanded by such Assessor in the discharge of his official duties, is guilty of a misdemeanor."

Sec. 430. "Every person who, in making any statement, not upon oath, oral, or written, which is required or authorized by law to be made, as the basis of imposing any tax or assessment, or of an application to reduce any tax or assessment, wilfully states anything which he knows to be false, is guilty of a misdemeanor."

Political Code—Sec. 3632. "Every person who shall refuse to furnish the statement herein required under this chapter shall for each and every refusal and as often as the same is repeated forfeit to the people of the State One Hundred Dollars, gold coin."

Poll Tax Notice.

Sec. 3839, Political Code—"Every male inhabitant of this State over twenty-one and under sixty years of age, except paupers, idiots and insane persons and Indians not taxed, are liable for

347 said Poll Tax. This tax must be collected by the Assessor between the first Monday in March and the last Monday in December of each year."

Poll Tax is as Follows:

Two dollars if paid before the first Monday in August.

Three dollars if paid on or after the first Monday in August and before the last Monday in December.

Four dollars if not paid before the last Monday in December. (Section- 3839 and 3858 of the Political Code.) Said Tax must be collected by the Assessor whether or not the taxpayer owns real estate. (Section 3846 of the Political Code.)

Your Poll Tax is hereby Demanded.

ED W. HOPKINS,
County Assessor.

Assessment List, County of Los Angeles, State of California, 1910.

All property must be assessed at its full cash value. The terms "value" and "full cash value" mean the amount at which the property would be taken if taken in payment of a just debt due
348 from a solvent debtor.—If any person, after demand made by the assessor neglects, or refuses to give, under oath, the statement herein provided for, or to comply with the other requirements of this title, the assessor must note the refusal on the Assessment Book, opposite the name of such person, and must make an estimate of the value of such property of such person. * * * The value fixed by the Assessor must not in any case be reduced by the Board of Supervisors.—See Sec. 3633 Political Code.

Statement of Property Belonging to, in the Possession, or under the Control of —— —— at 12 *O'clock Meridian on the First Monday in March,* 1910.

Prepared and Required by the State Board of Equalization.

No.		Number.	Value.
1.	Money on hand or special deposit—where and with whom (except deposits in Banks)	.....	.....
2.	Gold Dust or Bullion on hand or on deposit—where and with whom	.....	.....
349			
3.	State, County, City, Municipal or other taxable bonds or stocks of any person, firm or corporation	.....	.....
4.	Unsecured credits and solvent debts due from others, excluding deposits in any bank, or with any banking firm or association... ..... $	.....	.....
4½.	Deposits in any bank, or with any banking firm or association (except deposits in Savings Banks)..... $	.....	.....
5.	Unsecured debts due to bona fide residents of this State deducted from above..... $	.....	.....
6.	Balance assessable	.....	.....
7.	Franchises (describe them in detail).....	.....	.....
8.	Watches	.....	.....
9.	Jewelry or Plate	.....	.....
10.	Furniture at —	.....	.....
11.	Firearms.....	.....	.....
12.	Musical Instruments	.....	.....

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No.		Number.	Value.
13.	Pianos	.....	.....
14.	Sewing Machines	.....	.....
15.	Libraries—Law, Medical, Miscellaneous	.....	.....
16.	Billiard Tables	.....	.....
17.	Goods, Wares and Merchandise, and of what general kind, at —	.....	.....
18.	Warehouse Receipts	.....	.....
19.	Consigned Goods	.....	.....
20.	Fixtures of Saloons, Stores, Offices and other business places	.....	.....
21.	Farming Utensils	.....	.....
22.	Machinery	.....	.....
23.	Wagons and other Vehicles	.....	.....
24.	Harness, Robes, Saddles, Blankets, etc.	.....	.....
25.	Stallions	.....	.....
26.	Horses—Thoroughbred	.....	.....
27.	Horses—American	.....	.....
28.	Horses—Half-Breed	.....	.....
29.	Colts—Thoroughbred	.....	.....

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30.	Colts	.....	.....
31.	Cows—Thoroughbred	.....	.....
32.	Cows—American	.....	.....
33.	Cows—Mixed Breed	.....	.....
34.	Calves	.....	.....
35.	Stock Cattle	.....	.....
36.	Beef Cattle	.....	.....
37.	Goats—Angora	.....	.....
38.	Goats—Common	.....	.....
39.	Sheep—Imported or Fine	.....	.....
40.	Sheep—Graded	.....	.....
41.	Sheep—Common	.....	.....
42.	Lambs	.....	.....
43.	Poultry — dozen	.....	.....
44.	Jacks and Jennies	.....	.....
45.	Mules	.....	.....
46.	Oxen	.....	.....
47.	Hogs	.....	.....
48.	Butter — Pounds	.....	.....
49.	Cheese — Pounds	.....	.....

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50.	Beehives	.....	.....
51.	Tobacco — pounds	.....	.....
52.	Wheat — centals	.....	.....
53.	Oats — centals	.....	.....
54.	Barley — centals	.....	.....
55.	Corn — centals	.....	.....
56.	Hay — tons	.....	.....

No.		Number.	Value.
57.	Wool — pounds	.....	.....
58.	Broom Corn — pounds	.....	.....
59.	Honey — pounds	.....	.....
60.	Coal — tons	.....	.....
61.	Flax — pounds	.....	.....
62.	Wines — gallons	.....	.....
63.	Brandies & other Liquors — Gallons	.....	.....
64.	Casks and Tanks	.....	.....
65.	Lumber — feet	.....	.....
66.	Doors, Sash, Mouldings	.....	.....
67.	Wood — cords	.....	.....
68.	Brick	.....	.....
353			
69.	Electric Light Plants	.....	.....
70.	Dynamos and Motors	.....	.....
71.	Pipe—Iron	.....	.....
72.	Pipe—Vitrified	.....	.....
73.	Pipe—Gas and Water	.....	.....
74.	Presses—Printing	.....	.....
75.	Presses—Wine	.....	.....
76.	Presses—Hay	.....	.....
77.	Telephone Boxes	.....	.....
78.	Typewriters	.....	.....
79.	Bicycles or Tricycles	.....	.....
80.	Traction Engines	.....	.....
81.	Property held by you in trust: Separate list.		
82.	Separate property of your wife: Separate list.		
83.	Property of Minor Children: Separate list.		
84.	Steamers, Vessels, Water Craft	.....	.....
354			
85.	Other personal property not above described	.....	.....
86.	Automobiles	.....	.....
	Total	.....	.....
	Exempt Personal Property	.....	.....
	Net total	.....	.....
	Road District—State and County Tax Rate		$.....
	Special School rate		$.....
	Rate		$.....
	School District—State and County Tax		$.....
	Special School Tax		$.....
	Tax		$.....
	Total Tax		$.....

355 DEFENDANT'S EXHIBIT 9.

Articles which Cannot be Loaded in P. F. E. Cars Account Capacity, Door Construction, Dimensions, or Liability to Injury of Interior Insulation of Car.

Oil
Stone
Lime
Household Goods
Plaster
Asphaltum
Books
Chloride
Carbolineum
Carpets
Cement Work
Clay
Chicory
Pipe, other than short lengths
Creosote Oil
Window Shades, Holland
Traction Engines
Ferro Chrome
Furniture, all kinds
Large Boiler Plate
Ice
Hair
Safes
Boiler Heads, large
Telegraph Poles
Lanterns
Leather
Lumber of length
Marble in large slabs
Car Wheels
Ochre
Dry Paints
Land Plaster
Pumps, Steam, Large
Refrigerators,
Sand Facings
Roofing Slate
Rough Stone
Tin Articles
Turpentine
Wire on large reels

Fertilizer
Acids
Cement
Bones
Oil Cake
Ammonia
Automobiles
Paper and
Paper Articles
Carbide
Carbon Clinker
Carpet Lining
Grain in bulk
Dry Goods
Boiler Compound
Cotton Seed Oil
Currants, Dried
Water Wagons
Fibre Ware
Glucose
Boilers, S. U.
Sheet Steel
Balls, Steel
Hides
Shafting
Vault Work, Large
Lawn Swings
Lime, Acetate
Machinery, Heavy
Lye
Matting
Moss
Oils
Paint in glass
Chlorate of Potash
Railway Equipment of many kinds
Roofing Cement
Stamped and Enameled Ware
Stoves, Sheet Iron
Varnish
Woodenware
Pitch and Tar

Coal
Brick
Sugar
Coke
Armor plate
Bath Tubs
Calcium
Cans
Cards
Cars (Brick, kiln & Logging)
Lamp Chimneys
Coffee in drums
Cooperage
Crackers
Drugs and Medicines of certain kind
Electric motor car trucks
Excelsior, in bales
Fish, dried or salted
Hydro-Carbon
Grease, axle
Conductor Pipe
Long bars of iron
Barrels
Sheet Iron
Lamp Black
Black Lead
Linseed Oil
Lime, Chloride
Mantels
Mining cars
Pianos, harnessed
Ore
Sewer Pipe
Potassium Cyanide
Rails
Salad Oil
Silicia or Silex
Stearine
Syrup
Trunks
Wagons
Zinc Chloride

356 DEFENDANT'S EXHIBIT 10.

Cost of Icing Stations Constructed by Pacific Fruit Express Co.

Las Vegas, Nev	$218,000.00
Roseville—Ice Plant	327,000.00
Precooling Plant	150,000.00
Colton—Ice Plant	361,000.00
Precooling Plant	150,000.00
Total	$1,206,000.00

357 DEFENDANT'S EXHIBIT 11.

Copy.

California Fruit Growers Exchange.

LOS ANGELES, CAL., *November* 16, 1909.

Mr. T. A. Graham, A. G. F. A., Southern Pacific Co., City.
Mr. W. G. Barnwell, G. F. A., A., T. & S. F. Ry. Co., City.
Mr. F. A. Wann, G. T. M., Salt Lake Route, City.

DEAR SIR: While it is still too early to make accurate estimates as to the output of citrus fruits from California during the current year, I wish to give you my view of the situation at the present time.

In June, when there was such a pessimistic feeling on the part of the growers and shippers generally, that the orange crop had largely dropped to the ground, I stated to some of the Railroad representatives, that in my opinion there would not be less than thirty thousand cars, nor more than thirty-five thousand cars of oranges and lemons to go out from the entire State during the year beginning with the first of this month. This as against a little over forty thousand cars from the entire State during the past year.

While it will be possible to make a much more accurate estimate a little later, after the color begins to show up on oranges, and when our people themselves have made their first estimates in the various localities, still my opinion is, that the figures that I made in June are from two or three thousand cars too low, and that owing to the better condition of the crop, and probable larger sizes, we are likely to ship from California, from thirty three to thirty eight thousand cars, perhaps more than this if everything works just right, and all the fruit goes to market.

The Exchange handled last season between fifty eight and fifty nine per cent of the entire crop, and it is my opinion that we will ship this year around sixty per cent of the crop, as our reports indicate a little gain, rather than any loss.

Under these crop conditions, it is highly important that the Railroads realize the situation and make every preparation for furnishing equipment without delay to shippers. Even now, there is some refrigerator car shortage in Northern California, and I think that

you are aware that inability to get equipment at this time of the year, when there is a great demand for fruit for the holidays, means material loss to the owners of the fruit, and we shall certainly look to the carrier that is responsible in case we have loss of this nature.

I simply wish to call your attention to the matter at this time.

Yours truly,

(Signed) B. M. WOODFORD,
General Manager.

B. A. W.—E.

358 DEFENDANT'S EXHIBIT 12.

Copy.

California Fruit Growers Exchange.

LOS ANGELES, CAL., *January* 8, 1909.

Mr. T. A. Graham, Mr. W. G. Barnwell, Mr. Fred A. Wann.

GENTLEMEN: I attach hereto copy of our estimate as of January first which has just been completed and which fully explains itself.

The headings of different varieties are as follows: beginning at the left of the top of the sheet: Navels, Seedlings, Sweets, St. Mikes, Grape Fruit, Valencias.

The exchanges beginning at the top of the left hand corner are:

A. C. G. Fruit Exchange	Azusa
Arlington Heights Frt. Exch	Riverside
Associated Fruit Exchange	Highgrove
Covina Fruit Exchange	Covina
Duarte-Monrovia Fruit Exch	Duarte
O. K. Fruit Exchange	Upland
Queen Colony Fruit Exch	Corona
Redlands-Highlands "	Redlands
Riverside Fruit Exchange	Riverside
San Antonio Fruit Exchange	Pomona
San Bernardino Co. Frt. Exch	San Bernardino
Semi-Tropic Fruit Exchange	Los Angeles.

This estimate as you will note shows an increase in every variety except mixed oranges over actual shipments of last season.

I figure that the Exchange has increased membership as compared with last year amounting to some one thousand carloads of fruit which would show that if our estimate is correct we would have after deducting this one thousand cars of new fruit nearly two thousand cars increase over last season on the same orchards. While this I think is probably true, it does not follow that the total crop can be figured accordingly. This for the reason that last season the heavy crop was from Rialto around thru Highlands to Redlands and in that territory our holdings are relatively light. The result last year was that in percentage of crop we did not have as much as we estimated our competitors heavy holdings in the territory named

favoring them with a greater number of carloads than we anticipated.

This season it would look as if the reverse is true, for the heavy crop lies in the territory beginning with Duarte and running thru Azusa, Glendora, San Dimas, North Pomona, Claremont, and Upland to Cucamonga, in which territory the Exchange ships between 80 and 90 per cent of the entire crop. So that I believe it can be safely figured that this estimate represents fully 60 per cent of the entire crop.

You will note that Northern California is included in this estimate, altho Southern California is totaled separately. Figuring the total shipments this season from north of the Tehachepi at
359 2500 cars and the Exchange holdings as 60 per cent of the total crop of the state this estimate would indicate something like 31,000 cars in Southern California.

The greatest danger of making an estimate this early in the season is that no one knows whether the fruit will grow or not. If the oranges grow abnormally, any estimate would be likely to be too low. If the oranges fail to grow, as was largely the case last season, it is likely that any estimate would be too high.

Yours truly,

(Signed) B. A. WOODFORD,
General Manager.

Incl.

Copy.

Estimate for Entire Season 1908-9.

Member.	Navls.	Sds.	Swt.	Mix.	Gf.	Val.	Other or.	Total or.	Lems.	Grand total.	Shipments last yr.
A. C. G.	1103	4	13	13	3	465	23	1624	105	1729	1207
A. H.	845	....	5	13	6	189	54	1112	400	1515	1420
Associated	485	6	87	16	5	80	16	695	....	695	See Hi'grove
Covina	513	2	14	3	1	216	2	751	....	751	626
D. M.	290	50	9	6	2	85	8	450	....	450	318
O. K.	1830	....	69	7	9	287	39	2241	455	2696	2345
Quen	337	....	55	4	8	23	29	456	518	974	834
R. H.	874	13	43	10	5	44	4	993	27	1020	966
Riverside	1305	248	19	...	...	175	78	1825	50	1875	1575
S. A.	1886	47	18	18	1	284	8	2262	470	2732	2116
S. B. Co.	865	86	100	24	20	94	20	1209	57	1266	1412
S. T.	878	151	26	35	10	337	11	1448	780	2228	1851
Sunset	253	....	32	...	...	115	....	400	150	550	404
Highgrove (now in Associated)	....	....	....	...	...	....	....	....	....	....	449
Fillmore	100	1	3	1	...	33	....	138	50	188	137
Lemon Gr.	12	....	....	...	...	5	....	17	85	102	5
C.—S. Co.	....	....	....	...	...	....	....	....	65	65	83
St. Paula	....	....	....	...	...	....	....	....	90	90	81
Wohlford	22	....	1	...	2	1	....	26	100	126	100
Loveless	24	....	....	...	1	1	....	26	60	86	35
Keen & Co.	....	....	....	...	...	....	....	....	12	12	12
Sw'twater	10	....	....	...	...	1	....	11	94	105	105
Sechrest	....	....	....	...	...	....	....	....	1	1	1
Total—So. Cal.	11632	608	494	150	73	2435	292	15684	3569	19253	16082

Tulare	865	21	....	...	...	53	1	940	82	1022	1270
Butte	55	....	....	...	...	....	....	55	....	55	115
Drescher	15	5	....	...	...	1	1	22	....	22	20
Fairoaks	41	....	....	...	1	....	....	42	....	42	51
Leach	....	....	....	...	...	....	....	....	....	....	98
Total—No. Cal...	976	26	....	...	1	54	2	1059	82	1141	1554
Grand total....	12608	634	494	150	74	2489	294	16743	3651	20394	....
Shipments last season.	11353	531	452	...	...	1563	343	14242	3394	....	17636

NOTE.—Some Exchanges reported oranges in the aggregate. We have separated such among different varieties in line with last season's shipments.

361 (DEFENDANT'S EXHIBIT No. 12.)

Total Movement by Months, Pacific Fruit Express Cars via Southern Pacific Co. and Salt Lake Ry., 1908-09 Season.

	Lemons.	Orgs.	Mixed.	Total citrus.	Per ct. lemons.	Avg. cars loaded daily.
November, '08....	172	958	51	1181	14.5%	39.4
December	138	1831	54	2023	6.8	65.3
January, '09.....	171	1203	9	1383	12.3	44.6
February	155	2139	2	2296	6.8	82.
March	230	2146	2	2378	9.5	76.7
April	386	3766	3	4155	9.3	138.5
May	284	2018	0	2302	12.3	74.3
June	424	2110	0	2534	16.7	84.5
July	333	737	0	1070	31.1	34.5
August	199	579	0	778	25.5	25.1
September	102	426	0	528	19.3	17.6
October	110	368	1	479	22.9	15.4
Totals.....	2704	18281	122	21107	12.8	57.8

Average Per Month..... 1759

362 DEFENDANT'S EXHIBIT 13.

P. F. E. Cars West-bound under Load and Empty.

	Season 1907-08.			Season 1908-09.		
	Empty.	Loads.	P. ct. emp.	Empty.	Loads.	P. ct. emp.
Nov.	1805	463	80.%	1867	800	70.%
Dec.	2314	558	80.5	2050	1075	65.5
Jan.	2519	538	82.4	2150	659	76.5
Feb.	1156	409	73.8	1766	688	71.9
Mar.	1695	1036	62.1	2714	781	77.6
Apl.	2853	905	75.9	2664	717	78.8
May	1992	729	73.2	3066	772	79.9
June	1598	566	73.9	2402	778	75.5
July	3089	925	76.9	3808	1065	78.2
Aug.	3267	1004	76.5	3406	912	78.8
Sept.	1703	677	71.6	2333	977	70.5
Oct.	1733	880	66.3	1724	1039	62.4
Totals..	25724	8690	74.8%	29950	10263	74.5%

363 (DEFENDANT'S EXHIBIT No. 14.)

Citrus Fruit Shipments—Seasons 1908-1909.

	Oranges.		Lemons.		Grape fruit.		
Month—	Iced.	Vent.	Iced.	Vent.	Iced.	Vent.	Total.
November, '08...	3	37	....	105	....	....	145
December	....	751	....	64	....	....	815
January, '09....	....	1195	....	148	....	....	1343
February	4	2076	....	138	....	....	2218
March	442	1934	6	260	....	....	2642
April	1875	1620	10	338	1	....	3844
May	1810	427	55	267	3	....	2562
June	1791	136	149	193	1	....	2270
July	625	20	142	112	....	....	899
August	580	22	61	111	1	....	775
September	379	10	13	65	2	....	469
October	252	44	4	72	....	....	372
Totals.....	7761	8272	440	1873	8	....	18354

Recapitulation.

	Iced.	Vent.
Oranges	7761	8272
Lemons	440	1873
Grape Fruit	8	....
	8209	10145

364 DEFENDANT'S EXHIBIT 15.

Number of Cars Available for Citrus Loading on First of Each Month During Years 1907-8 & 1908-9.

	1907-8.	1908-9.
November	903	1014
December	750	1285
January	2059	1735
February	2809	1990
March	2087	1729
April	1603	2021
May	2431	1422
June	2913	2240
July	1149	936
August	1059	1055
September	1175	1453
October	778	1188

Average Number of Cars Available for Loading Daily.

November	390	334
December	623	551
January	1552	1017
February	1407	936
March	746	753
April	926	687
May	1044	636
June	972	615
July	407	303
August	406	274
September	305	426
October	310	299

[Defendants' Exhibit No. 16 omitted as per stipulation.]

365 DEFENDANT'S EXHIBIT 17.

Statement Showing Cost of Accomplishing Diversions Based on Western Union Tolls.

Pacific Fruit Express Company.

Southern California.

Diversion No.	Cost.	Diversion No.	Cost.
			$97.14
100	$9.63	2600	2.89
200	3.45	2700	8.37
300	3.40	2800	1.80
400	3.20	2900	6.76
500	5.58	3000	8.34
600	6.86	3100	2.20
700	1.40	3200	2.80
800	1.15	3300	13.50
900	3.89	3400	6.55
1000	1.88	3500	2.24
1100	2.28	3600	1.75
1200	6.67	3700	3.65
1300	2.00	3800	3.45
1400	2.75	3900	7.45
1500	2.17	4000	3.75
1600	12.44	4100	9.00
1700	3.07	4200	4.01
1800	3.40	4300	4.06
1900	3.75	4400	2.64
2000	6.15	4500	3.24
2100	3.80	4600	2.80
2200	1.99	4700	5.89
2300	3.59	4800	3.16
2400	1.32	4900	6.73
2500	1.32	5000	3.85
	$97.14		$218.02

Recapitulation.

Total	$218.02
50 diversions, average	$4.36

366 DEFENDANT'S EXHIBIT 18.

Record of Junction and Icing of P. F. E. Cars Precooled and Preiced by Shippers.

PFE 3060, Pomona to Chickasha, diverted to St. Louis, out 4/14/09.

Yuma	4/14	1,800#
Tucson	4/15	1,200
El Paso	4/16	2,000
Big Springs	....	2,100
Ft. Worth	4/19	3,500
Topeka	4/28	3,500
		14,100#

PFE 197, Pomona 4/13, destined Columbus, diverted to Philadelphia, Pa.

Las Vegas	4/16	2,400#
Evanston	4/17	800
No. Platte	4/19	1,200
Clinton	4/21	500
Blue Island	4/22	1,800
Columbus	4/29	5,000
Altoona	4/30	1,600
		13,300#

PFE 327, Pomona 4/13 to Cincinnati, diverted to Dayton, O.

Las Vegas	4/15	2,700#
Evanston	4/16	1,000
No. Platte	4/19	1,200
Clinton	4/20	1,000
Blue Island	4/21	2,000
		7,900#

PFE 6545, Pomona, 4/13 to Buffalo, diverted to New York.

Las Vegas	4/15	2,700#
Evanston	4/16	1,000
No. Platte	4/19	3,500
Clinton	4/21	1,000
Blue Island	4/21	2,000
Detroit	4/22	1,000
		11,200#

PFE 4888, Pomona to Pittsburg, 5/25/09.

Colton	5/26	
Las Vegas	5/27	3,000#
Provo	5/28	2,500
Grand Junction	none	
Pueblo	5/30	2,500
Denver	5/31	1,000
McCook	5/31	none
Lincoln	6/ 1	7/8
Galesburg	6/ 2	2,000
Blue Island	6/ 2	600
Crestline	....	none
		11,600#

367 BFE 4429, Pomona to Philadelphia, Pa., 5/25/09.

Colton	5/26	
Las Vegas	5/27	3,000#
Provo	5/28	3,000
Grand Junction	....	none
Pueblo	5/30	2,500
Denver	5/31	1,000
McCook	5/31	none
Lincoln	6/ 1	none
Galesburg	6/ 2	2,000
Blue Island	6/ 2	1,000
Chicago Junction	6/ 3	800
Brunswick	6/ 4	1,000
		14,300#

PFE 4778, Pomona to Evansville, 5/25/09.

Colton	5/26	3,000#
Yuma	5/26	900
Tucson	....	none
El Paso	5/29	3,700
Big Springs	5/30	2,700
Ft. Worth	5/31	2,000
Argenta	6/ 2	2,000
Memphis	6/ 2	none
		14,300#

PFE 5433, Pomona to Pittsburg, 5/26/09.

Colton	5/26	1,000#
Las Vegas	5/28	2,400
Provo	5/29	2,500

Grand Junction	5/30	2,500
Pueblo	5/31	1,500
McCook	6/ 1	800
Lincoln	6/ 2	1,000
Co. Bluffs	6/ 2	
Galesburg	6/ 3	2,000
Blue Island	6/ 4	1,600
Crestline	6/ 5	1,800
		17,100#

PFE 2585, Pomona to Philadelphia, Pa. 5/26/09.

Colton	5/27	
Las Vegas	5/28	2,400#
Provo	5/29	2,500
Grand Junction	5/30	2,500
Pueblo	5/31	1,000
Denver	6/ 1	1,000
McCook	6/ 1	1,000
Lincoln	6/ 2	1,000
Galesburg	6/ 3	2,000
Blue Island	6/ 4	1,400
Chicago Junction	6/ 5	900
Brunswick	6/ 6	1,000
		16,700#

368 PFE 5669, Pomona to Oklahoma City, 5/27/09.

Colton	5/28	2,000#
Yuma	5/28	900
Tucson	5/29	2,400
El Paso	5/31	2,500
Big Springs	6/ 1	1,800
Ft. Worth	6/ 2	1,500
		11,100#

PFE 764, Pomona to St. Louis, 5/29/09.

Colton	5/29	
Yuma	5/29	900#
Tucson	5/30	2,100
El Paso	5/31	2,000
Big Springs	6/ 1	1,800
Ft. Worth	6/ 2	4,000
		10,800#

PFE 4554, Pomona to Oklahoma City, 5/29/09.

Colton	5/29	1,000#
Yuma	5/29	900
Tucson	5/30	2,100
El Paso	5/31	2,000
Big Springs	6/ 1	1,800
Ft. Worth	6/ 3	1,500
		9,300#

PFE 3705, Pomona to St. Louis, 5/29/09.

Colton	5/30	1,000#
Yuma	5/30	900
Tucson	5/31	3,000
El Paso	6/ 2	1,600
Big Springs	6/ 2	3,000
Ft. Worth	6/ 3	2,500
		12,000#

PFE 1024, Pomona to Cleveland, 6/2/09.

Colton	6/ 2	
Las Vegas	6/ 3	5,100#
Provo	6/ 4	2,500
Grand Junction	6/ 5	2,500
Denver	6/ 6	1,500
McCook	6/ 7	2,000
Lincoln	6/ 8	Full
Galesburg	6/ 9	3,000
Blue Island	6/ 9	600
Belleview	6/10	800
		18,000#

369 PFE 630, Pomona to Brownwood, 6/2/09.

Yuma	6/ 2	3,600#
Colton	6/ 2	....
Tucson	6/ 3	1,500
El Paso	6/ 5	3,600
Big Springs	6/ 6	2,700
Ft. Worth	6/ 7	3,000
		14,400#

PFE 2514, Pomona to Amarillo, 6/2/09.

Colton	6/ 3	
Yuma	6/ 3	2,100#
Tucson	6/ 4	3,300

El Paso	6/ 5	3,000
Big Springs	6/ 6	2,100
Ft. Worth	6/ 8	3,000
		13,500#

PFE 3930, Pomona to Minneapolis, Minn., 6/3/09.

Colton	6/ 3	
Las Vegas	6/ 4	3,600#
Ogden	6/ 6	3,780
Evanston	6/ 7	1,000
No. Platte	6/ 9	2,800
Co. Bluffs	6/10	
Dubuque	6/11	2,500
		13,680#

PFE 3229, Pomona to Little Rock, 6/3/09.

Colton	6/ 4	
Yuma	6/ 4	2,700#
Tucson	6/ 5	3,000
El Paso	6/ 6	1,000
Big Springs	6/ 8	4,500
Ft. Worth	6/ 9	3,800
		15,000#

PFE 1272, Pomona to Cleveland, 6/3/09.

Colton	6/ 3	
Las Vegas	6/ 4	3,600#
Provo	6/ 6	3,500
Grand Junction	6/ 6	3,000
Denver	6/ 8	1,500
McCook	6/ 9	900
Lincoln	6/ 9	1,500
Galesburg,	6/10	2,000
Blue Island	6/11	600
Belleview	6/12	1,000
		17,600#

370 PFE 3307, Pomona to Philadephia, 6/3/09.

Colton	6/ 4	
Las Vegas	6/ 5	3,000#
Provo	6/ 6	2,000
Grand Junction	6/ 7	3,000
Denver	6/ 8	1,500

McCook	6/ 9	900
Lincoln	6/10	Full
Galesburg	6/11	3,000
Blue Island	6/12	1,800
Chicago Junction	6/13	1,200
Brunswick	6/14	1,500
		17,900#

PFE 101, Pomona to Seattle, 6/3/09.

Los Angeles	6/ 4	2,500#
Bakersfield	6/ 4	600
Roseville	6/ 6	2,700
Ashland	6/ 8	1,700
Portland	6/10	1,800
		9,300#

PFE 1132, Pomona to Syracuse, 6/4/09.

Colton	6/ 5	
Las Vegas	6/ 6	4,500#
Provo	6/ 7	3,000
Grand Junction	6/ 8	3,000
McCook	6/10	2,000
Lincoln	6/11	1,500
Galesburg	6/12	2,000
Blue Island	6/13	1,600
Delray	6/14	1,000
Buffalo	6/17	3,500
Denver	6/10	1,000
		23,100#

PFE 3472, Pomona to Boston, 6/4/09.

Colton	6/ 5	
Yuma	6/ 5	2,700#
Tucson	6/ 6	3,000
El Paso	6/ 8	1,200
Dalhart	6/ 9	5,800
Topeka	6/10	3,500
Kansas City	6/12	3,600
Silvis	6/13	3,400
Blue Island	6/15	2,400
Air Line Jct.	6/16	1,000
Collinwood	6/16	400
E. Deering	6/17	1,600
		28,600#

371 PFE 1634, Pomona to St. Louis, Mo., 6/5/09.

Colton	6/ 5	
Yuma	6/ 5	2,400#
Tucson	6/ 6	3,600
El Paso	6/ 8	1,200
Dallas	6/ 9	5,800
Topeka	6/10	3,500
Kansas City	6/10	None
		16,500#

PFE 1810, Pomona to Boston, 6/5/09.

Colton	6/ 6	1,000#
Las Vegas	6/ 7	1,000
Provo	6/ 8	2,500#
Grand Junct'n	6/ 9	3,000
Denver	6/10	1,000
McCook	6/11	1,500
Lincoln	6/12	Full
Galesburg	6/13	2,000
Blue Island	6/13	600
Belleview	6/14	1,000
E. Buffalo	6/15	1,000
E. Deering	6/16	600
		15,200#

PFE 2272, Pomona to New York, 6/5/09.

Colton	6/ 6	1,000#
Las Vegas	6/ 7	1,000
Provo	6/ 8	2,500
Grand Junction	6/ 9	3,000
Denver	6/10	1,000
McCook	6/11	1,200
Lincoln	6/12	Full
Galesburg	6/13	2,000
Blue Island	6/13	800
Marion	6/14	1,500
Honnellsville	6/15	2,500
		16,500#

PFE 1079, Pomona to Baltimore, 6/5/09.

Colton	6/ 6	1,000#
Las Vegas	6/ 7	1,000
Provo	6/ 8	2,500
Grand Junction	6/ 9	3,000
Denver	6/10	1,000

McCook	6/11	1,200
Lincoln	6/12	Full
Galesburg	6/13	2,000
Blue Island	6/13	800
Chicago Junct'n	6/14	1,600
Brunswick	6/15	2,000
		16,100#

372 PFE 4652, Pomona to Philadelphia, 6/5/09.

Colton	6/ 6	1,000#
Las Vegas	6/ 7	1,000
Provo	6/ 8	2,500
Grand Junction	6/ 9	3,000
Denver	6/10	1,000
McCook	6/11	600
Lincoln	6/12	Full
Galesburg	6/13	900
Blue Island	6/13	1,000
Chicago Jct.	6/14	1,200
Brunswick	6/16	1,000
		13,200#

PFE 4787, Pomona to Pittsburg, 6/5/09.

Colton	6/ 6	1,000#
Las Vegas	6/ 7	1,000
Provo	6/ 8	2,500
Grand Junction	6/ 9	3,000
Denver	6/10	1,000
McCook	6/11	1,600
Lincoln	6/12	Full
Galesburg	6/13	2,000
Crestline	6/14	1,800
		13,900#

PFE 6546, Pomona to Philadelphia, 6/7/09.

Colton	6/ 8	
Las Vegas	6/ 9	3,300#
Provo	6/10	1,000
Grand Junction	6/11	2,500
Denver	6/13	1,000
McCook	6/13	1,000
Lincoln	6/14	1,500
Galesburg	6/15	2,000
Blue Island	6/16	1,600
Chicago Jct.	6/17	1,600
Brunswick	6/18	2,000
		17,500#

PFE 3637, Pomona to New Orleans, 6/10/09.

Colton	6/11	1,000#
Yuma	6/11	2,700
Tucson	6/12	2,400
El Paso	6/13	2,000
Del Rio	6/15	1,000
San Antonio	6/16	4,000
Houston	6/17	3,000
		16,100#

373 PFE 3843, Pomona to Philadelphia, 6/12/09.

Los Angeles	6/13	2,000#
Bakersfield	6/13	600
Roseville	6/14	1,500
Truckee	6/15	2,000
Ogden	6/17	4,500
Grand Junction	6/19	3,000
Denver	....	None
McCook	6/21	1,000
Lincoln	6/22	2,000
Galesburg	6/23	1,000
Blue Island	6/23	1,500
Chicago Junct'n	6/24	1,500
Brunswick	6/25	2,500
		23,100#

PFE 4863, Pomona to Cleveland, 6/12/09.

Los Angeles	6/13	2,000#
Bakersfield	6/13	600
Roseville	6/13	1,800
Truckee	6/15	2,000
Grand Junction	6/18	2,000
Ogden	6/16	4,000
Denver	6/19	5,400
McCook	6/20	1,300
Lincoln	6/20	1,400
Galesburg	6/21	2,000
Blue Island	6/22	1,400
Belleview	6/23	1,200
		25,100#

PFE 5177, Pomona to Chicago, 6/14/09.

Colton	6/15	
Las Vegas	6/16	1,200#
Ogden	6/19	2,060

Evanston	6/19	2,500
No. Platte	6/21	2,800
Co. Bluffs	6/22	....
Waterloo	6/23	3,600
		12,160#

PFE 4398, Pomona to Pittsburg, 6/17/09.

Los Angeles	6/18	2,000#
Bakersfield	6/18	500
Roseville	6/19	1,800
Truckee	6/20	1,000
Ogden	6/22	2,000
Grand Junction	6/23	2,500
Denver	6/24	5,000
McCook	6/26	1,800
Lincoln	6/26	1,500
Galesburg	6/27	2,000
Blue Island	6/28	1,000
Crestline	6/30	3,000#
		23,800#

PFE 6558, Pomona to Philadelphia, 6/17/09.

	Los Angeles	6/18	2,000
	Bakersfield	6/18	600
	Roseville	6/19	1,800
374	Truckee	6/20	2,000
	Ogden	6/22	1,000
	Grand Junction	6/23	2,500
	Denver	6/24	5,200
	McCook	6/26	1,600
	Lincoln	6/26	1,500
	Galesburg	6/27	2,000
			20,200#

PFE 2621, Pomona to New York, 6/18/09.

Colton	6/19	
Las Vegas	6/20	2,700#
Salt Lake	6/21	5,000
Grand Junction	6/22	2,500
Denver	6/24	4,200
McCook	6/26	1,300
Galesburg	6/26	2,000
Blue Island	6/27	1,600
Marion	6/28	3,000
Honnellsville	6/29	2,500
		26,300#

PFE 1716, Pomona to Philadelphia, 6/19/09.

Colton	6/20	1,000#
Las Vegas	6/21	3,000
Provo	6/22	2,000
Grand Junct'n	6/23	2,500
Denver	6/25	5,400
McCook	6/26	1,200
Lincoln	6/26	Full
Galesburg	6/27	3,000
Blue Island	6/28	1,400
Chicago Jct.	6/29	1,500
Brunswick	6/30	1,600
		22,600#

PFE 5929, Pomona to Pittsburg, 6/19/09.

Colton	6/20	10,000#
Colton	6/20	1,000
Las Vegas	6/21	3,000
Provo	6/22	2,500
Grand Junction	6/23	2,500
Denver	6/25	5,400
McCook	6/26	1,400
Lincoln	6/26	Full
Galesburg	6/27	2,000
Blue Island	6/28	1,400
Crestline	6/29	3,000
		32,200#

PFE 4755, Pomona to New Orleans, 6/21/09.

Los Angeles	6/23	11,000#
Colton	6/23	1,000
Yuma	6/23	3,200
Tucson	6/24	3,200
El Paso	6/25	2,400
Del Rio	6/26	1,200
San Antonio	6/27	3,300
Houston	6/29	3,500
		28,800#

375 DEFENDANT'S EXHIBIT 19.

Pacific Fruit Express Company.

Average Number of Cars Held West of Gateways, Year Ending October 31, 1909, by Months.

	Average per day.
November, 1908	1,389
December, 1908	1,628
January, 1909	2,077
February, 1909	1,894
March, 1909	1,865
April, 1909	1,838
May, 1909	1,722
June, 1909	1,983
July, 1909	1,264
August, 1909	1,519
September, 1909	1,729
October, 1909	1,551
Average for year per day	1,705
	365 days.
	8525
	10230
	5115
	621.325 empty car days per year.

376 DEFENDANT'S EXHIBIT 20.

Icing and Temperature Report on Cars Accompanied by W. H. Allen from Los Angeles, April 3rd, 4:30 a. m., to Chicago, Ill., April 11th.

Car No.		East end. Top	East end. ½ way to door.	Doorway. Top.	Doorway. Bottom.	West End. Top	West End. ½ way door.	Ice used.
1163	Pre.	36	34	36	33	38	35	8500 lbs.
2741	Pre.	32	30	34	30	32	34	11500
5317	Gar.		Average	61	degrees			11500
2960			"	61	"			11500
1245			"	61	"			8500
			Bakersfield, April 3d, 4:30 P. M.					
1163		43	43	46	40	41	42	900 lbs.
2741		42	42	45	34	42	44	1000
5317		51	52	52	48	50	51	2100
2960		52	52	54	50	52	53	2200
1245		52	52	52	50	52	53	1700

Truckee, April 4, 11:00 P. M.

1163	45	45	47	43	45	43	1400 lbs.
2741	44	45	45	42	44	44	900
5317	47	48	48	46	47	48	2000
2960	47	47	50	46	47	46	2500
1245	48	50	50	46	47	48	3000

Ogden, April 6th, 7:20 P. M.

1163	43	43	43	42	43	43	none
2741	42	42	42	40	40	42	none
5317	44	47	47	42	43	46	2000
2960	45	45	47	43	44	44	2300
1245	44	45	45	42	44	45	2100

No. Platte, April 9th, 10:50 A. M.

No temperatures taken icing as follows:

1163	..	..	..	..	..	..	none
2741	..	..	..	..	..	..	none
5317	..	..	..	..	..	..	400
2960	..	..	..	..	..	..	700
1245	..	..	..	..	..	..	600

Council Bluffs, April 10th, 7 A. M.

1163	40	40	41	40	40	40	2000
2741	..	..	..	..	..	..	2000
5317	..	..	..	..	..	..	....
2960	..	..	..	..	..	..	....
1245	..	..	..	..	..	..	....
2741 billed to St. Louis			..	..	..	..	....

Savanna, Ill., April 11, 8:00 A. M.

1163	..	..	..	..	..	..	800 lbs.
2741	..	..	..	..	..	..	....
5317	..	..	..	..	..	..	800
2960	..	..	..	..	..	..	800
1245	..	..	..	..	..	..	800

Chicago, Ill., April 12th, 10 A. M.

1163	40	40	40	39	40	40	Full
5317	40	41	40	39	41	40	Full
2960	40	40	40	40	40	40	Full
1245	40	40	40	40	40	40	Full

Inside temperatures, center of Org. Center of box shows cars 116s, 2741, 5317, 2960, were 40 degrees, car 1245, 41 degrees.

377 *Icing Record on Cars Accompanied by H. L. Allen from Los Angeles, Cal., April* 3, 1908, *to Chicago, Ill., April* 11, 1908.

Station.		Pre-cooled.	Pre-cooled.	Garland vent.	Ordinary refgn.	Ordinary refgn.
		$1163	$2741	$5317	$2960	$1245
Los Angeles	4.30 A. M. 4/3	8500#	11500#	11500#	11500#	8500#
Bakersfield	4.30 P. M. 4/3	900	1000	2100	2200	1700
Truckee	11.00 P. M. 4/4	1400	900	2000	2500	3000
Ogden	7.20 P. M. 4/6	None	None	2000	2300	2100
No. Platte	10.50 A. M. 4/9	None	None	400	700	600
Co. Bluffs	7.00 A. M. 4/10	2000	2000	None	None	None
Savanna, Ill....	8.00 A. M. 4/11	800	....	800	800	800
Chicago	10.00 A. M. 4/12	Full	....	Full	Full	Full
Totals.....		13600#	15400#	18800#	20000#	16700#

Car P. F. E. 2741 was destined St. Louis.
Los Angeles, Calif.

378 DEFENDANT'S EXHIBIT 21.

P. F. E. Cars Equipped with Collapsible Tanks Shipped from Southern California November 1*st*, 1909, *March* 22, 1910, *Inc.*

693 cars loaded out—collapsible tanks
263 " " " by Cal. Frt. Grow. Exchange
82 " " " " " " " tanks up
18 " " " " other shippers, tanks up

Running Time—P. F. E. Cars Routed via El Paso, Year 1908.

Car.	Origin.	Destn.	Left Colton.	Left Los Angeles.	Arrived Chicago.	Running time.	Page.
6013	Covina	Chicago	1/3, 1 A.M.	.....	1/10, 4 P.M.	7 Da. 15 H.	1
5913	Riverside	"	1/9, 12 Mid.	.....	1/17, 7 A.M.	8 " 7 "	1
4913	Narod	Bay City.....	2/15, 9 A.M.	.....	2/22, 11 P.M.	7 " 14 "	1
1513	Redlands	Milwaukee	1/31, 12 Mid.	.....	2/8, 11 P.M.	7 " 23 "	1
5633	"	Prov., R. I.....	2/5, 1 A.M.	.....	2/12, 5 P.M.	7 " 16 "	1
333	Covina	Chicago	2/8, 1 A.M.	.....	2/16, 8 A.M.	8 " 7 "	1
3133	Char. Oak	New York.....	2/14, 11 P.M.	.....	2/22, 5 P.M.	7 " 18 "	1
4333	Riverside	Richmond	2/14, 11 P.M.	.....	2/22, 5 P.M.	7 " 18 "	1
4433	Red. Jct.	Hartford	2/14, 11 P.M.	.....	2/22, 5 P.M.	7 " 18 "	1
6533	Redlands	Worcester	2/19, 12 Mid.	.....	2/26, 6 P.M.	7 " 18 "	1
4823	"	Chicago	2/21, 12 Mid.	.....	2/29, 9 P.M.	7 " 21 "	1
6433	E. Alhamb.	Detroit	1/16, 11 P.M.	.....	1/25, 7 A.M.	8 " 8 "	1
6333	Chapman	Chicago	1/20, 11 P.M.	.....	1/30, 5 P.M.	9 " 18 "	1
1823	Redlands	Gr. Rapids.....	1/18, 11 P.M.	.....	1/26, 7 P.M.	7 " 20 "	2
533	Riverside	Scranton	3/3, 12 Mid.	.....	3/11, 5 P.M.	7 " 17 "	2
2733	Redlands	Chicago	3/5, 1 A.M.	.....	3/12, 7 A.M.	7 " 6 "	2
1995	"	Cleveland	3/8, 1 A.M.	.....	3/16, 7 A.M.	8 " 6 "	2
633	"	"	3/13, 3 A.M.	.....	3/19, 7 P.M.	6 " 16 "	2
495	Covina	New York.....	3/13, 3 A.M.	.....	3/19, 4 P.M.	6 " 13 "	2
4523	Riverside	"	3/6, 12 Mid.	.....	3/14, 5 P.M.	7 " 17 "	2
5723	Pasadena	Chicago	4/12, 9 A.M.	.....	4/19, 10 A.M.	7 " 1 "	2
6513	Highgrove	New York.....	4/12, 12 Mid.	.....	4/19, 5 P.M.	7 " 17 "	2
813	Redlands	"	4/21, 2 A.M.	.....	4/28, 4 P.M.	7 " 14 "	2
3213	"	"	4/22, 2 A.M.	.....	4/29, 5 P.M.	7 " 15 "	2
4626	"	Chicago	4/30, 8 A.M.	.....	5/8, 1 A.M.	7 " 17 "	2
226	"	"	5/2, 1 A.M.	.....	5/11, 2 A.M.	9 " 1 "	2

1936	Riverside	Phila.	5/17, 1 A.M.		5/23, 8 P.M.	6 "	19 "	2
1226	San Marino	New York	5/21, 8 A.M.		5/29, 5 P.M.	8 "	9 "	2
636	Redlands	Erie	5/28, 7 A.M.		6/4, 6 P.M.	7 "	11 "	3
3348	Downey	Buffalo	6/12, 8 A.M.		6/20, 2 P.M.	8 "	8 "	3
4628	Redlands	Chicago	6/19, 9 A.M.		6/27, 7 A.M.	7 "	22 "	3
4178	"	"	6/21, 7 A.M.		6/28, 7 A.M.	7 "	0 "	3
1266	Tustin	Phila.	6/26, 8 A.M.		7/2, 5 P.M.	6 "	9 "	3
2277	Red. Jct.	New York	6/27, 8 A.M.		7/4, 5 P.M.	7 "	9 "	3
5519	"	Utica	7/17, 11 A.M.		7/25, 3 P.M.	8 "	4 "	3
18	"	New York	7/18, 9 A.M.		7/25, 8 P.M.	7 "	11 "	3
5737	Crafton	Chicago	7/30, 9 P.M.		8/8, 7 A.M.	8 "	10 "	3
116	"	"	7/19, 8 A.M.		7/30, 1 A.M.	10 "	17 "	3
437	Highgrove	New York	8/8, 8 A.M.		8/16, 5 P.M.	8 "	9 "	3
138	"	"	9/11, 8 A.M.		9/20, 5 P.M.	9 "	9 "	3
5336	Azusa Av.	"	9/12, 11 A.M.		9/20, 5 P.M.	8 "	6 "	3
6027	Tustin	"	10/17, 9 A.M.		10/26, 5 P.M.	9 "	8 "	3
		Via Ogden, Year 1908.						
5033	Colton	Montreal		3/17, 6 A.M.	3/24, 11 A.M.	7 "	5 "	4
3113	E. Alhamb.	New York		3/18, 6 A.M.	3/25, 5 P.M.	7 "	11 "	4
1013	Tustin	Syracuse		3/18, 6 P.M.	3/26, 6 P.M.	8 "	0 "	4
4633	Orange	Baltimore		3/19, 4 A.M.	3/26, 6 P.M.	7 "	14 "	4
723	Highgrove	Washington		3/21, 5 A.M.	3/28, 7 P.M.	7 "	14 "	4
395	"	New York	3/25, 8 A.M.		4/1, 5 P.M.	7 "	11 "	4
2295	Covina	Chicago		3/25, 6 A.M.	4/2, 7 A.M.	8 "	1 "	4
4613	Redlands	Pittsburg	4/9, 7 A.M.		4/15, 5 P.M.	6 "	10 "	4
5313	Azusa Av.	New York	4/10, 8 A.M.		4/17, 7 A.M.	6 "	23 "	4
2595	Walnut	Phila.	4/11, 7 A.M.		4/18, 11 A.M.	7 "	4 "	4
5733	Pomona	New Brittian		4/12, 4 A.M.	4/20, 1 P.M.	8 "	9 "	4
2095	"	Boston		4/17, 4 A.M.	4/25, 7 A.M.	8 "	3 "	4
2823	Colton	Norfolk		4/21, 7 A.M.	4/29, 1 P.M.	8 "	6 "	4

Car.	Origin.	Destn.	Left Colton.	Left Los Angeles.	Arrived Chicago.	Running time.	Page.
6533	Colton	Norfolk	.....	4/22, 7 A.M.	4/13, 9 A.M.	8 Da. 2 H.	5
4195	Riverside	Chicago	4/23, 6 A.M.	.....	4/30, 4 P.M.	7 " 10 "	5
823	Colton	Sch-necty	.....	4/23, 6 A.M.	5/1, 1 P.M.	8 " 7 "	5
4323	Redlands	Albany	.....	4/23, 6 A.M.	5/1, 1 P.M.	8 " 7 "	5
5633	Pomona	Chicago	5/2, 5 A.M.	.....	5/9, 5 A.M.	6 " 22 "	5
923	"	"	5/5, 7 A.M.	.....	5/12, 4 P.M.	7 " 9 "	5
1223	Highgrove	Scranton	.....	5/3, 5 A.M.	5/11, 5 P.M.	8 " 11 "	5
2633	Whittier	Cleveland	.....	5/8, 5 A.M.	5/16, 11 A.M.	8 " 6 "	5
5123	Colton	Bangor	.....	5/10, 4 A.M.	5/18, 8 A.M.	8 " 4 "	5
5133	Riverside	Phila.	.....	5/15, 5 A.M.	5/23, 11 A.M.	8 " 6 "	5
2116	Pomona	Columbus	6/2, 6 A.M.	.....	6/10, 2 P.M.	8 " 8 "	5
706	Highgrove	Chicago	6/7, 7 A.M.	.....	6/14, 6 P.M.	7 " 11 "	5
4816	"	New York.....	.....	6/5, 4 A.M.	6/14, 7 P.M.	9 " 15 "	5
1106	Covina	Milwaukee	6/11, 7 A.M.	.....	6/18, 12 Mid.	7 " 17 "	6
1665	Pomona	New York.....	.....	6/12, 3 A.M.	6/20, 1 P.M.	8 " 10 "	6
6166	Tustin	Chicago	.....	6/14, 5 A.M.	6/22, 2 A.M	7 " 21 "	6
856	Riverside	Pittsbg.	.....	6/14, 5 A.M.	6/23, 11 A.M.	9 " 6 "	6
5456	"	Chicago	.....	7/3, 6 A.M.	7/11, 4 P.M.	8 " 10 "	6
516	Whittier	Albany	.....	7/11, 5 A.M.	7/19, 5 P.M.	8 " 12 "	6
5516	Char. Oak	Indpls.	.....	8/9, 5 A.M.	8/18, 1 P.M.	9 " 8 "	6
1416	McPherson	Chicago	8/16, 8 A.M.	.....	8/23, 3 A.M.	6 " 19 "	6
2716	"	"	.....	8/18, 7 A.M.	8/26, 8 P.M.	8 " 13 "	6
6106	Lateen	"	.....	8/18, 7 A.M.	8/27, 3 P.M.	9 " 8 "	6
2095	Char. Oak	"	.....	8/20, 5 A.M.	8/29, 3 P.M.	9 " 10 "	6
5918	El Modena	Pittsbg.	.....	9/6, 6 A.M.	9/15, 11 A.M.	9 " 5 "	6
2597	Narod	Columbus	.....	10/2, 5 A.M.	10/11, 6 P.M.	9 " 13 "	6

Via El Paso, Year 1909.

6331	Red. Jct.	Boston	1/1, 11 P.M.	.....	1/7,	7 P.M.	5 "	20 "	7
3231	Duarte	Chicago	1/28, 12 A.M.	.....	2/3,	4 P.M.	6 "	4 "	7
731	Fillmore	"	No record	1/27, 2 A.M.	2/3,	4 P.M.	7 "	14 "	7
6400	Narod	"	1/28, 7 A.M.	.....	2/7,	7 A.M.	10 "	0 "	7
6600	Crafton	"	2/3, 1 A.M.	.....	2/10,	7 A.M.	7 "	6 "	7
400	Riverside	Boston	2/12, 2 A.M.	.....	2/19,	2 P.M.	7 "	12 "	7
2900	Redlands	Petersboro	2/19, 9 A.M.	.....	2/27,	6 P.M.	8 "	9 "	7
4300	Fernando	Boston	2/20, 8 A.M.	.....	2/27,	3 P.M.	7 "	7 "	7
1300	Riverside	No. Adams.....	2/23, 2 A.M.	.....	3/2,	10 A.M.	7 "	8 "	7
5900	"	New York.....	3/2, 8 A.M.	.....	3/9,	2 P.M.	7 "	6 "	7
4000	San Marino	"	3/10, 12:01 A.M.	.....	3/17,	2 P.M.	7 "	14 "	7
4600	E. Alhamb.	Detroit	3/10, 12:01 A.M.	.....	3/17,	2 P.M.	7 "	14 "	7
5600	Covina	"	3/7, 9 A.M.	.....	3/24,	2 P.M.	7 "	5 "	7
531	Redlands	Chicago	4/2, 2 A.M.	.....	4/10,	7 A.M.	8 "	5 "	7
631	" Jct.	New York.....	4/3, 2 A.M.	.....	3/10,	11 A.M.	7 "	9 "	8
1700	Crafton	Phila.	4/8, 3 A.M.	.....	4/15,	3 P.M.	7 "	12 "	8
700	Red. Jct.	Syracuse	4/15, 1 A.M.	.....	4/22,	7 P.M.	7 "	18 "	8
4000	San Marino	New York.....	4/21, 3 A.M.	.....	4/28,	1 P.M.	7 "	10 "	8
5831	Redlands	Buffalo	5/5, 1 A.M.	.....	5/12,	2 P.M.	7 "	13 "	8
4691	"	Chicago	5/6, 2 A.M.	.....	5/13,	11 P.M.	7 "	21 "	8
3600	Ontario	Cincinnati	5/6, 11 A.M.	.....	5/15,	11 A.M.	9 "	0 "	8
5161	Crafton	Chicago	5/9, 1 A.M.	.....	5/17,	7 A.M.	8 "	6 "	8
5604	Redlands	"	6/6, 2 A.M.	.....	6/13,	2 A.M.	7 "	0 "	8
325	"	Albany	6/11, 1 A.M.	.....	6/18,	5 P.M.	7 "	16 "	8
3625	"	Gr. Rapids.....	6/16, 12 N.	.....	6/23,	1 A.M.	6 "	13 "	8
504	Red. Jct.	Utica	6/18, 2 A.M.	.....	6/25,	5 P.M.	7 "	15 "	8
3654	Whittier	St. Louis.....	6/18, 1 P.M.	.....	6/25,	2 P.M.	7 "	1 "	8
3525	Riverside	Baltimore	6/18, 11 P.M.	.....	6/27,	1 P.M.	8 "	14 "	8
5505	Sentous	St. Louis.....	6/26, 1 A.M.	.....	7/3,	11 A.M.	7 "	10 "	9

Car.	Origin.	Destn.	Left Colton.	Left Los Angeles.	Arrived Chicago.	Running time.	Page.
3535	Redlands	Owen Sd.....	7/7, 3 P.M.	.....	7/19, 9 A.M.	11 " 18 "	9
4374	E. Alhamb.	Toledo	7/15, 2 A.M.	.....	7/22, 1 A.M.	6 " 23 "	9
5624	Redlands	Detroit	7/17, 3 P.M.	.....	7/25, 1 P.M.	7 " 22 "	9
6052	Whittier	St. Louis.....	7/20, 11 A.M.	.....	7/27, 8 P.M.	7 " 9 "	9
652	Azusa Av.	New York.....	7/22, 12 N.	.....	7/30, 11 A.M.	7 " 13 "	9
515	Whittier	Chicago	7/24, 12 N.	.....	8/1, 5 P.M.	8 " 5 "	9
5705	Highgrove	New York.....	6/29, 11 A.M.	.....	8/27, 7 P.M.	8 " 8 "	9
2644	Redlands	Chicago	8/26, 3 A.M.	.....	9/3, 6 A.M.	8 " 3 "	9
155	Highgrove	New York.....	8/26, 12 N.	.....	9/4, 5 P.M.	9 " 5 "	9
372	Redlands	Chicago	9/15, 2 A.M.	.....	9/24, 4 P.M.	9 " 15 "	9
334	Char. Oak	Phila.	10/17, 1 P.M.	.....	10/25, 5 P.M.	8 " 4 "	9
4454	Azusa Av.	Chicago	10/19, 12 N.	.....	10/27, 5 P.M.	8 " 5 "	9
381							
3204	Highgrove	New York.....	10/7, 12 N.	.....	10/14, 11 P.M.	7 Da. 11 H.	10
1145	Tustin	"	10/27, 11 A.M.	.....	11/4, 7 P.M.	8 " 8 "	10
6734	Char. Oak	"	10/28, 1 P.M.	.....	11/5, 6 P.M.	8 " 5 "	10
		Via Ogden, Year 1909.					
6231	Smeltzer	Pittsbg.	1/6, 9 A.M.	.....	1/14, 1 P.M.	8 " 4 "	11
5171	Pomona	Chicago	2/11, 7 A.M.	.....	2/20, 11 P.M.	9 " 16 "	11
2591	Narod	"	2/18, 11 A.M.	.....	2/28, 3 A.M.	9 " 16 "	11
4400	Pice	Memphis	3/28, 8 A.M.	.....	4/4, 2 A.M.	6 " 17 "	11
1600	Pomona	Chicago	3/27, 11 A.M.	.....	4/5, 7 A.M.	8 " 20 "	11
1000	Redlands	"	4/4 7 A.M.	.....	4/10, 5 P.M.	6 " 10 "	11
6500	Riverside	Columbus	4/5, 7 A.M.	.....	4/12, 11 A.M.	7 " 4 "	11
200	Covina	Buffalo	4/7, 12 N.	.....	4/14, 7 A.M.	6 " 19 "	11
1900	Highgrove	New York.....	4/9, 4 A.M.	.....	4/16, 2 A.M.	6 " 22 "	11
4831	Riverside	Buffalo	.....	5/2, 4 A.M.	5/10, 6 P.M.	8 " 14 "	11

1431	"	Cleveland	.....	5/4, 7 P.M.	5/14, 1 P.M.	9 "	18 "	11
331	Pomona	Chicago	5/18, 6 A.M.	.....	5/26, 11 A.M.	8 "	5 "	11
5331	Ontario	Boston	5/20, 9 A.M.	.....	5/28, 3 P.M.	8 "	6 "	12
5341	Pomona	Chicago	5/5, 6 A.M.	.....	5/14, 7 A.M.	9 "	1 "	12
6200	Redlands	Buffalo	5/12, 6 A.M.	.....	5/19, 8 A.M.	7 "	2 "	12
2031	Riverside	Pitsbg.	.....	5/23, 5 A.M.	6/1, 1 A.M.	8 "	20 "	12
1024	Pomona	Cleveland	6/2, 11 A.M.	.....	6/9, 5 P.M.	7 "	6 "	12
6204	Ontario	New York	.....	6/12, 5 A.M.	6/20, 11 A.M.	8 "	6 "	12
704	Highgrove	Boston	6/12, 3 P.M.	.....	6/19, 3 P.M.	7 "	0 "	12
6525	Azusa Av.	New York	6/16, 12 N.	.....	6/23, 9 P.M.	7 "	9 "	8
3314	Duarte	New York	.....	6/21, 7 P.M.	6/30, 2 P.M.	8 "	19 "	12
644	Pomona	New York	6/30, 5 A.M.	.....	7/7, 11 A.M.	7 "	6 "	12
2504	Highgrove	New York	7/4, 5 A.M.	.....	7/11, 2 P.M.	7 "	9 "	12
5674	Covina	Columbus	.....	7/10, 7 P.M.	7/19, 1 P.M.	8 "	18 "	12
974	Tustin	Milwaukee	7/15, 4 P.M.	.....	7/23, 1 A.M.	7 "	9 "	12
944	Narod	Columbus	.....	7/18, 5 A.M.	7/26, 11 P.M.	8 "	18 "	12
2344	Azusa Av.	Boston	7/23, 3 P.M.	.....	7/31, 7 P.M.	8 "	4 "	12
774	"	"	7/21, 10 A.M.	.....	7/28, 4 P.M.	7 "	6 "	13
1984	Riverside	New York	7/29, 2 P.M.	.....	8/6, 11 A.M.	7 "	19 "	13
3504	Duarte	Scranton	.....	7/31, 10 P.M.	8/10, 3 P.M.	9 "	17 "	13
3134	Riverside	Chicago	.....	8/8, 6 A.M.	8/16, 8 P.M.	8 "	14 "	13
1364	Narod	Syracuse	.....	8/8, 6 A.M.	8/16, 8 P.M.	8 "	14 "	13
504	Covina	New York	8/11, 7 A.M.	.....	8/18, 3 A.M.	7 "	20 "	13
714	Char. Oak	Columbus	.....	8/10, 7 P.M.	8/20, 4 P.M.	9 "	21 "	13
514	Covina	Toronto	.....	8/10, 7 P.M.	8/20, 4 P.M.	9 "	21 "	13
1244	Pomona	Detroit	8/19, 6 A.M.	.....	8/26, 7 P.M.	7 "	13 "	13
744	Red. Jct.	"	8/26, 3 P.M.	.....	9/3, 2 A.M.	7 "	9 "	13
634	E. Alhamb.	New York	.....	8/28, 8 P.M.	9/7, 6 A.M.	9 "	10 "	13
6324	Whittier	Cleveland	9/10, 2 P.M.	.....	9/18, 2 P.M.	8 "	0 "	13
2744	Glendale	Chicago	9/10, 2 P.M.	.....	9/18, 11 A.M.	7 "	21 "	13

Car.	Origin.	Destn.	Left Colton.	Left Los Angeles.	Arrived Chicago.	Running time.	Page.
244	Whittier	Cleveland	9/11, 4 P.M.	.....	9/20, 1 P.M.	6 " 21 "	13
544	Covina	New York.....	9/15, 4 P.M.	.....	9/23, 6 P.M.	8 " 2 "	13
6272	Duarte	Pittsbg.	9/19, 11 A.M.	.....	9/26, 4 P.M.	7 " 7 "	9
3504	Covina	Chicago, ...	9/28, 9 A.M.	.....	10/6, 11 P.M.	8 " 14 "	14
2944	Highgrove	New York.....	10/9 6 A.M.	.....	10/17, 5 P.M.	8 " 11 "	14

Los Angeles, Calif., March 21, 1910.

Agent, P. F. E. Co.

DEFENDANT'S EXHIBIT 23.

Pacific Fruit Express Company.

Final Destinations of Lemon Shipments from Southern California, November 1, 1908, to October 31, 1909, Inclusive.

Station.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Total.
Aberdeen, S. D.	...	...	...	...	2	3	1	...	...	1	...	...	7
Abilene, Tex.	1	...	...	1	1	1	...	1	1	1	1	...	8
Albany, N. Y.	...	...	...	...	...	...	2	...	...	...	...	...	2
Akron, O.	...	...	...	...	1	...	...	...	...	...	...	...	1
Amarillo, Tex.	...	...	...	...	1	...	...	1	...	...	...	1	3
Ardmore, Okla.	...	...	...	...	1	...	1	1	...	...	...	...	3
Aspen, Colo.	...	...	...	...	...	...	...	1	...	...	...	...	1
Atlanta, Ga.	1	...	1	...	...	...	1	1	...	...	...	...	4
Austin, Tex.	...	...	...	...	...	...	1	...	2	...	...	...	3
Bay City, Mich.	...	...	...	...	...	...	...	1	...	1	...	...	2
Baltimore, Md.	...	2	1	1	1	1	...	2	3	...	...	...	11
Billings, Mont.	...	...	...	...	1	...	...	1	...	...	...	...	2
Birmingham, Ala.	...	...	2	2	1	2	4	1	1	...	...	...	13
Bloomington, Ill.	...	...	...	...	...	...	...	1	...	...	...	...	1
Boise, Idaho	...	...	...	...	...	1	...	2	1	1	...	...	5
Boston, Mass.	5	4	5	10	10	7	6	3	3	...	...	2	55
Bradford, Mass.	...	...	...	1	...	1	...	...	...	...	...	...	2
Brandon, Man.	...	...	...	...	1	1	...	...	...	...	...	...	2
Buffalo	2	1	4	...	3	6	2	1	...	1	1	1	22
Burlington, Ia.	1	...	...	...	...	3	2	1	1	1	...	...	9
Butte, Mont.	1	...	1	...	1	1	1	5	4	3	1	1	19

Calgary, Alta	...	...	1	...	...	2	...	3	1	...	...	...	7
Canon City, Colo	...	...	...	...	...	...	1	...	...	...	...	...	1
Cedar Rapids, Ia	...	...	...	...	1	4	4	2	...	...	...	...	11
Cheyenne, Wyo	...	...	...	...	...	...	1	...	1	1	...	...	3
Chicago, Ill	10	5	11	15	12	25	25	16	14	8	6	3	150
Chickasha, Okla	...	...	1	2	...	3	...	1	2	...	...	...	9
Chattanooga, Tenn	1	...	...	...	1	...	...	1	...	...	...	...	3
Cincinnati, O	2	1	2	3	10	4	3	1	4	3	1	3	37
Cleveland, O	5	2	2	3	4	4	5	5	11	3	...	2	46
Clinton, Ia	...	...	...	...	...	...	1	...	...	...	...	...	1
Colo. Springs, Colo	...	...	...	...	...	...	1	...	...	...	1	...	2
Columbus, Ga	...	...	1	...	...	...	...	...	...	...	...	...	1
Columbus, O	...	...	1	1	...	2	1	...	1	...	...	...	6
Council Bluffs, Ia	...	...	...	...	...	2	1	...	...	...	...	...	3
Crawford, Nebr	...	...	...	...	...	...	...	1	1	...	...	...	2
Creston, Ia	...	...	...	...	...	1	...	...	...	...	...	...	1
Crookston, Minn	...	...	...	...	1	1	1	2	...	1	1	...	7
Dallas, Tex	...	1	3	2	1	3	3	4	2	2	1	1	23
Danville, Ill	...	...	...	...	...	1	...	...	...	...	...	...	1
Davenport, Ia	...	...	...	...	1	3	1	2	...	1	...	2	10
Dayton, O	...	...	1	...	1	...	1	...	...	...	...	...	3
Deadwood, S. D	...	...	...	...	...	...	...	1	...	...	...	...	1
Denison, Tex	1	...	1	...	2	...	...	...	...	...	1	...	5
Denver, Colo	2	1	2	3	...	3	4	6	7	2	3	2	35
Des Moines, Ia	...	...	1	3	7	7	8	10	4	11	1	3	55
Detroit, Mich	...	...	2	4	1	2	3	3	5	4	...	2	26
Dubuque, Ia	...	...	...	...	...	...	...	...	...	1	...	...	1
Duluth, Minn	...	...	...	...	...	2	2	...	...	...	...	...	4
Totals	32	17	43	51	66	96	87	81	69	46	18	23	629

Brot. Ford	32	17	43	51	66	96	87	81	69	46	18	23	629
Eau Claire, Wis	...	...	...	...	1	...	...	...	...	...	...	...	1
Edmonton, Alb	...	...	...	...	...	...	...	1	...	...	...	...	1
Elk City, Okla	...	...	...	...	1	...	...	...	...	...	...	...	1
El Paso, Tex	...	1	1	...	3	3	1	4	...	...	1	...	14
Enid, Okla	...	...	...	...	...	...	...	2	...	...	...	...	2
Evansville, Ind	...	...	1	...	1	...	...	...	...	...	...	...	2
Fargo, N. D	...	...	...	1	1	4	1	1	...	1	...	...	9
Ft. Dodge, Ia	...	...	...	...	...	1	...	...	...	...	...	...	1
Ft. Scott, Kan	...	...	...	...	1	1	...	1	...	...	...	...	3
Ft. Smith, Ark	...	...	1	...	1	...	...	...	...	...	...	...	2
Ft. Worth, Tex	4	...	8	6	7	4	18	18	11	5	3	4	88
Freeport, Ill	...	...	...	...	...	...	...	1	...	...	...	...	1
Fremont, Nebr	...	...	...	...	...	...	1	...	...	...	...	...	1
Globe, Ariz	...	...	...	...	...	...	1	...	...	...	...	...	1
Grand Forks, N. D	...	...	...	...	1	1	3	2	...	...	1	...	8
Grand Island, Nebr	...	...	...	...	2	3	3	3	2	2	1	1	17
Grand Jct., Colo	1	...	1	...	1	...	1	2	2	...	1	...	9
Grand Rapids, Mich	...	...	...	...	4	4	1	2	...	1	1	...	13
Great Falls, Mont	...	...	1	1	1	...	1	2	...	...	...	...	6
Guelph, Ont	...	...	...	...	...	1	...	...	...	...	...	...	1
Guthrie, Okla	...	...	...	...	...	...	2	1	...	...	...	...	3
Hannibal, Mo	...	...	1	...	...	...	1	1	...	...	...	...	3
Harrisburg, Pa	...	...	...	...	2	2	1	...	1	...	...	1	7
Hastings, Nebr	...	...	...	...	...	...	...	1	...	...	...	...	1

Station.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Total.
Helena, Mont	...	...	...	1	...	1	2	2	1	...	...	1	8
Hobart, Okla	...	...	...	...	1	...	1	...	...	...	...	...	2
Holdredge, Nebr	...	...	...	...	1	...	...	...	...	1	...	...	2
Homestead, Pa	...	...	...	...	...	1	...	...	...	...	...	...	1
Houston, Tex	...	...	...	...	...	...	...	3	2	1	...	...	6
Huron, S. D	...	...	...	...	1	...	...	1	2	1	...	...	5
Hutchinson, Kans	...	...	...	...	...	1	3	2	...	...	...	...	6
Indianapolis, Ind	2	1	3	2	3	4	4	1	1	1	...	1	23
Jacksonville, Fla	...	...	1	...	...	...	...	...	...	...	...	...	1
Joplin, Mo	...	...	...	1	...	...	...	...	1	...	...	...	2
Kansas City, Mo	3	2	3	2	8	9	6	7	11	8	1	4	64
Kalamazoo, Mich	...	...	...	1	...	...	1	...	...	...	...	...	2
La Crosse, Wis	...	...	1	...	...	...	1	...	...	...	...	...	2
La Junta, Colo	...	...	...	...	...	...	...	...	1	...	...	...	1
Laramie, Wyo	...	...	...	...	1	...	...	...	...	...	...	...	1
Lawton, Okla	...	...	...	...	...	1	1	1	...	...	...	...	3
Lethbridge, Albt	...	...	...	...	...	...	...	...	1	...	...	...	1
Lima, O	...	1	...	...	1	...	...	...	...	...	...	...	2
Lincoln, Nebr	...	...	2	3	2	10	9	11	6	12	...	1	56
Little Rock, Ark	...	1	...	1	1	1	1	1	...	...	...	...	6
Livingston, Mont	...	...	...	...	...	...	1	...	...	...	...	...	1
Logansport, Ind	...	...	...	...	...	...	...	...	1	...	...	...	1
Louisville, Ky	1	2	...	...	1	1	...	...	1	...	...	...	6
Macon, Ga	...	...	1	...	...	...	...	...	...	...	...	...	1

Mankato, Minn	...	...	...	...	1	5	1	...	...	...	...	...	7
Marshalltown, Ia	...	...	...	...	...	1	...	...	...	...	...	...	1
Mason City, Ia	...	...	...	...	...	1	...	1	...	1	...	...	3
Medford, Ore	...	...	...	...	...	...	...	1	...	...	...	...	1
Memphis, Tenn	...	...	2	...	5	5	3	9	5	1	...	...	30
McAlester, Okla	...	...	...	1	1	...	1	2	...	...	...	...	5
Miles City, Mont	...	...	...	...	...	...	...	1	...	...	...	...	1
Milford, Utah	...	...	...	...	...	1	...	...	...	...	...	...	1
Milwaukee, Wis	1	1	5	2	2	9	2	5	2	5	3	1	38
Minneapolis, Minn	1	3	4	4	12	15	7	12	4	12	2	5	81
Minot, N. D	...	...	...	...	...	...	...	...	...	1	...	...	1
Missoula, Mont	...	...	...	...	2	...	...	2	...	1	...	...	5
Mitchell, S. D	...	...	...	...	...	...	1	1	3	...	...	...	5
Moberly, Mo	...	...	...	...	...	1	...	1	...	...	...	...	2
Mobile, Ala	...	...	1	...	...	...	...	...	...	...	...	...	1
Totals	45	29	80	77	136	187	167	187	127	100	32	42	1209
384													
Brot. Ford	45	29	80	77	136	187	167	187	127	100	32	42	1209
Montgomery, Ala	...	1	1	...	...	...	...	...	...	...	...	...	2
Montreal, Que	...	...	...	...	...	...	1	...	...	...	...	...	1
Moose Jaw, Sask	...	...	...	...	...	...	...	1	...	...	...	...	1
Muskogee, Okla	...	1	...	...	4	1	...	2	2	...	...	...	10
Nashville, Tenn	1	1	...	...	...	1	2	...	...	...	...	...	5
New Branfells, Tex	...	...	1	...	...	...	...	...	...	...	...	...	1
New Haven, Conn	...	...	1	...	...	...	...	...	...	...	...	...	1
New Orleans, La	...	...	6	...	...	...	...	1	1	...	...	...	8
North Yakima, Wash	...	...	...	...	...	...	...	1	...	...	...	...	1
New York, N. Y	13	3	7	10	12	14	6	5	4	...	1	2	77

Station.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Total.
Oakland, Cal	...	...	...	...	...	1	...	...	...	...	...	...	1
Ogden, Utah	...	1	...	...	2	...	3	2	3	...	...	1	12
Omaha, Nebr	3	1	3	4	5	15	19	10	20	12	2	7	101
Okla. City, Okla	2	...	2	4	4	7	5	7	5	1	1	1	39
Oskaloosa, Ia	...	...	...	...	...	1	...	...	...	...	...	...	1
Ottumwa, Ia	...	...	...	...	...	1	...	...	...	1	...	...	2
Parker, S. D	...	...	...	...	...	1	...	...	...	...	...	...	1
Parsons, Kan	...	...	...	...	...	1	...	...	...	...	...	...	1
Pensacola, Fla	...	...	1	...	...	...	...	...	...	...	...	...	1
Peoria, Ill	...	...	...	...	...	...	1	1	3	1	1	...	7
Phœnix, Ariz	...	...	...	...	...	...	...	...	1	...	...	...	1
Philadelphia, Pa	7	8	8	7	5	11	8	2	3	1	3	1	64
Pittsburg, Kan	...	1	...	...	1	...	...	...	...	...	...	...	2
Pittsburg, Pa	7	1	6	5	8	15	11	5	8	4	...	2	72
Portland, Ore	1	2	1	1	7	8	13	12	5	6	3	2	61
Provo, Utah	...	...	...	...	...	...	...	...	1	...	...	...	1
Pueblo, Colo	...	...	1	...	...	1	1	4	1	...	...	...	9
Regina, Sask	...	...	...	1	...	1	...	...	1	...	...	...	3
Quincy, Ill	...	...	...	1	...	...	...	...	...	...	...	...	1
Sacramento, Cal	...	...	...	...	...	1	...	4	1	...	1	1	8
Salina, Kans	1	1	...	1	1	1	5	2	4	5	...	...	21
Salt Lake City, Utah	2	1	...	2	3	1	6	8	7	2	4	1	37
San Antonio, Tex	2	2	1	1	4	1	6	8	3	2	3	1	34
St. Joseph, Mo	2	...	...	3	7	6	3	2	2	4	2	...	31
St. Louis, Mo	8	5	12	5	16	6	13	14	18	5	4	4	110

St. Paul, Minn	...	1	...	...	1	4	7	3	4	2	...	...	22
Seattle, Wash	5	3	7	4	12	13	13	28	2	4	13	6	110
Shawnee, Okla	...	...	...	...	...	...	...	1	...	...	1	...	2
Scranton, Pa	...	...	...	...	1	...	1	2	2	...	...	...	6
Sherman, Tex	...	...	...	...	...	1	1	...	1	...	...	...	3
Shreveport, La	...	...	...	...	...	...	...	1	...	...	...	...	1
Sioux City, Ia	...	...	1	2	8	18	5	2	7	8	2	...	53
Sioux Falls, S. D	...	...	...	...	1	3	...	1	4	1	1	...	11
South McAlester, Ok	...	...	...	...	...	1	...	...	...	...	...	...	1
Spokane, Wash	2	1	2	1	2	5	6	7	5	5	2	1	39
Springfield, Ill	...	...	1	...	...	1	...	...	...	...	...	...	2
" Mass.	...	...	...	...	...	...	...	3	...	...	...	1	4
" Mo.	...	...	1	...	2	...	2	...	...	...	...	...	5
" O.	...	...	...	...	...	...	1	...	...	...	...	...	1
Syracuse, N. Y	1	...	...	1	1	...	...	...	...	...	...	...	3
Tacoma, Wash	...	...	1	...	2	1	2	1	...	...	...	1	8
Terre Haute, Ind	1	...	...	1	...	...	1	2	...	1	...	...	6
Texarkana, Tex	...	...	...	...	...	...	...	...	1	...	...	...	1
Toledo, O	...	...	1	...	1	2	3	...	2	...	...	...	9
Topeka, Kans	1	...	...	1	3	4	3	...	...	...	...	...	12
Toronto, Ont	...	...	...	...	...	...	1	...	1	...	...	...	2
Tucson, Ariz	...	...	...	...	...	...	...	...	1	...	...	...	1
Tulsa, Okla	...	...	...	...	...	1	2	4	1	...	1	...	9
Total	104	64	145	132	259	325	319	333	251	165	77	74	2248

Station.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Total.
Brot. Ford	104	64	145	132	259	325	319	333	251	165	77	74	2248
Waco, Tex	...	...	1	1	1	...	...	...	...	...	...	...	3
Wahpeton, N. D	...	...	...	1	...	...	...	1	...	1	1	1	5
Washington, D. C	...	...	...	...	...	1	...	...	...	...	...	...	1
Wagoner, Okla	...	...	...	...	1	...	...	...	...	...	...	...	1
Waterloo, Ia	...	...	...	...	1	5	...	1	...	5	...	...	12
Waterkeim, Can	...	...	...	1	...	...	...	...	...	...	...	...	1
Watertown, N. Y	...	...	...	1	...	...	...	...	1	...	...	...	2
" S. D	...	...	...	...	1	1	...	...	...	...	...	...	2
Weatherford, Tex	...	...	1	...	...	...	...	1	...	...	...	...	2
Wheeling, W. Va	...	...	...	...	3	...	...	...	...	...	...	...	3
Wichita, Kans	...	...	...	2	1	2	1	1	1	...	...	...	8
Wichita Falls, Tex	...	...	...	...	1	1	...	...	...	...	...	1	3
Winnipeg, Man	2	...	...	...	1	...	2	4	...	1	...	...	10
Winona, S. D	...	...	...	...	1	...	...	...	1	...	...	...	2
Vancouver, B. C	...	...	...	...	...	3	...	1	...	...	...	...	4
Omissions	...	...	...	...	6	...	...	...	...	...	...	...	....
Totals	106	64	147	138	276	338	322	342	254	172	78	76	2313

G. M. MORTENSEN,
Agent, P. F. E. Co.

Los Angeles, Cal., March 24, 1910.

Pacific Fruit Express Company.

Final Destinations of Lemon Shipments Shipped by Limoneira Company from Southern California, November 1, 1908, to October 31, 1909, Inclusive.

Station.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Total.
Aberdeen, S. D.	...	...	...	...	...	1	1	...	...	...	...	...	2
Boston, Mass.	...	...	...	...	...	2	...	...	...	...	...	...	2
Burlington, Ia.	...	...	...	...	...	...	1	...	1	...	...	...	2
Crookston, S. D.	...	...	...	...	...	1	1	2	...	1	1	...	6
Cheyenne, Wyo.	...	...	...	...	...	...	...	...	...	1	...	...	1
Cincinnati, O.	...	...	...	...	...	...	...	...	2	2	1	2	7
Chicago, Ill.	...	...	...	...	...	...	1	...	...	...	...	...	1
Cleveland, O.	...	...	...	...	...	...	...	...	1	...	...	1	2
Davenport, Ia.	...	...	...	...	...	1	...	...	...	...	...	...	1
Denver, Colo.	1	1	1	...	...	...	3	1	1	1	1	...	10
Des Moines, Ia.	...	...	...	...	...	3	2	...	...	2	...	...	7
Dayton, O.	...	...	...	...	...	...	1	...	...	...	...	...	1
Detroit, Mich.	...	...	...	...	...	1	...	...	...	...	...	1	2
Dallas, Tex.	...	...	...	...	...	...	1	2	2	1	1	1	8
Ft. Worth, Tex.	1	...	2	3	2	1	4	4	4	1	1	1	24
Ft. Dodge, Ia.	...	...	...	...	...	1	...	...	...	...	...	...	1
Fargo, N. D.	...	...	...	...	...	2	1	...	...	1	...	...	4
Grand Junct., Colo.	1	...	...	...	1	...	...	2	2	...	1	...	7
Huron, S. D.	...	...	...	...	...	...	...	...	2	...	...	...	2
Lincoln, Nebr.	...	...	1	...	...	7	4	10	7	10	...	1	40
Mankato, Minn.	...	...	...	...	...	3	...	...	1	...	...	...	4
Minneapolis, Minn.	...	...	...	...	...	...	1	1	2	2	1	1	8

Station.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Total.
Mason City, Ia	...	...	...	...	...	...	...	1	...	...	...	...	1
Moberly, Mo	...	...	...	...	...	1	...	1	...	...	...	...	2
Marshalltown, Ia	...	...	...	...	...	1	...	...	...	...	...	...	1
New York, N. Y	...	...	...	1	...	1	1	1	...	1	...	...	5
North Yakima, Wash	...	...	...	...	...	...	...	1	...	...	...	...	1
Omaha, Nebr	8	6	10	5	26	9	4	6	7	6	1	5	93
Okla. City, Ok	...	...	...	...	...	...	...	...	...	...	...	1	1
Pueblo	...	...	1	...	...	...	1	2	...	...	...	...	4
Portland, Ore	...	...	...	...	2	...	3	1	...	3	...	...	9
Pittsburg, Pa	...	...	...	...	...	...	1	1	1	...	...	...	3
Philadelphia, Pa	...	...	...	...	...	...	...	...	2	1	2	1	6
St. Paul, Minn	...	...	...	...	...	...	...	...	2	...	...	...	2
Sioux Falls, N. D	...	...	...	...	...	2	...	...	...	...	...	...	2
" City, Ia	...	...	...	...	...	1	...	...	2	2	...	...	5
St. Louis, Mo	...	...	...	...	...	2	1	2	5	...	1	...	11
Spokane, Wash	1	1	1	1	...	1	...	4	2	1	1	...	13
Salina, Kans	1	...	...	1	...	2	2	1	3	4	...	...	14
Seattle, Wash	2	...	2	...	5	7	7	14	...	1	7	4	49
Tacoma, Wash	...	...	...	...	1	...	1	1	...	...	...	...	3
Wichita Falls, Tex	...	...	...	...	...	...	1	...	...	...	...	1	2
Totals	15	8	18	11	37	50	43	58	49	41	19	20	369

Los Angeles, Calif.

387 DEFENDANT'S EXHIBIT 26.

Docket No. 3000.

ARLINGTON HEIGHTS FRUIT EXCHANGE et al.
vs.
SOUTHERN PACIFIC CO. et al.

Answering Demand of Complainants upon Pacific Fruit Express.

Equipment Owned.

July 1, 1907	3,694 cars	
July 1, 1907 to Nov. 11, 1907	2,906 "	(additional)
Aug. 1, 1909 to March 4, 1910	1,185 "	(")
	7,785 "	total
When orders are filled	10,100 cars.	

Average Weights, Equipment.

Cars 1 to 6600	44,500 lbs.
" 6601 to 7100	46,200 "
" 7101 to 7785	47,000 "

Dimensions of Cars.

	Cars 1 to 1700, inc., & 4601 to 4704, inc.	Cars 1701 to 4600, inc., & 4705 to 6600, inc.	Cars 6601 to 7100, inc., & 7701 — 7785, inc.
Length over sheathing	40'- 9-7/8"	40'- 9-7/8"	40'-11-1/8"
Length inside of lining	39'-10-3/4"	39'-10-3/4"	39'-10-3/4"
Length between ice tanks	34'- 3-1/4"	32'-11-3/4"	33'- 2-3/4"
Width inside of lining	8'- 2-3/4"	8'- 2-3/4"	8'- 2-3/4"
Height top of floor to ceiling	7'- 7-1/16"	7'- 7-1/16"	7'- 5-3/16"
Total cubic capacity.	2491 cu. ft.	2491 cu. ft.	2440 cu. ft.
Available cubic capacity bet. tanks.	2139 "	2057 "	2032 "
Capacity of both ice tanks	8500 lbs	11,000 lbs.	11,000 lbs.
Length over end sills	41'-10"	41'-10"	40'- 9-5/8"
Length inside to inside coupler knuckles	43'- 9-1/4"	43'- 9-1/4"	43'- 9-1/2"
Length over couplers	44'- 3-1/4"	44'- 3-1/4"	44'- 3-1/2"

Width over side sills	8'-5-1/4"	8'-5-1/4"	9'-1-1/8"
Width over sub side sills	8'-11-7/8"	8'-11-7/8"	9'-1-1/8"
Width over sheathing	9'-1-3/8"	9'-1-3/8"	9'-2-5/8"
Width over eaves	9'-4-3/4"	9'-4-3/4"	9'-6"
Height top of sill to bottom of side plate	8'-0-15/16"	8'-0-15/16"	7'-11-13/16"
Height side door opening	5'-9-7/8"	5'-9-7/8"	5'-9-7/8"
Width of side door opening	4'-0"	4'-0"	4'-4"
Height top of rails to eaves	12'-3-1/8"	12'-3-1/8"	12'-3-11/16"
Height top of rails to top of brake shaft.	13'-5-1/4"	13'-5-1/4"	13'-5-13/16"
Height top of rails to top of running board	12'-11-15/16"	12'-11-15/16"	13' 0-1/2"

388 Cost of Cars.

Cars 1 to 6600 inclusive	$1,627.04 each
" 6601 to 7785 inclusive	1,348.00 each

Price of $1,348.00 for cars 6601 to 7785 is the contract price only and does not include extra expense account changes and additions during construction of cars.

Refrigeration Minimums.

Citrus fruit in P. F. E. cars	32,000 lbs. per car

Mileage.

Impossible to segregate portion of mileage on citrus fruit traffic so as to show east and westbound mileage separately, also impossible to show average mileage earnings on cars used in this specific traffic, also average refrigeration revenue per car on same.

Citrus Cars from Southern California Iced by Pacific Fruit Express.

	Oranges.	Lemons.	Grape fruit.	Total.
November, '08	3	...	..	3
December	....	...	..	....
January, '09	....	...	..	....
February	4	...	..	4
March	442	6	..	448
April	1875	10	1	1891
May	1810	55	3	1868

June	1791	149	1	1941
July	625	142	..	767
August	580	61	1	642
September	379	13	2	394
October	252	4	..	256
Total	7761	440	8	8209

Number of tons of ice used for icing refrigerator cars eastbound on Union Pacific R. R. from Oct. 1, 1909, to Mar. 1, 1910—7428 tons.

Total Cost of Ice at Each Icing Station.

Council Bluffs	$5.00
Omaha	300.13
Grand Island	221.25
North Platte	11,126.65
Cheyenne	11.63
Laramie	61.88
Green River	1.87
Evanston	3,936.51
Ogden	464.77
Kansas City	180.00
Ellis	193.13
Denver	2,092.63
Junction City	38.75
Salina	2.50
Lincoln	6.25
Greeley	24.00
Total	$18,666.95

389 Consumption of ice west of gateways 217,000 Tons for season 1908-1909.

Total number of tons of ice used in refrigeration of eastbound citrus fruits on Union Pacific Railroad from October 1, 1909, to March 1, 1910—125 tons.

Cost of such ice at each icing station $2.50 per ton or total of $312.50.

Westbound Loaded and Empty P. F. E. Cars.

	Season 1907-8.			Season 1908-9.		
	Empty.	Loads.	P. ct. emp.	Empty.	Loads.	P. ct. emp.
November	1,805	463	80.	1,867	800	70.
December	2,314	558	80.5	2,050	1,075	65.5
January	2,519	538	82.4	2,150	659	76.5
February	1,156	409	73.8	1,766	688	71.9
March	1,695	1,036	62.1	2,714	781	77.6
April	2,853	905	75.9	2,664	717	78.8
May	1,992	729	73.2	3,066	772	79.9
June	1,598	566	73.9	2,402	778	75.5
July	3,089	925	76.9	3,808	1,065	78.2
August	3,267	1,004	76.5	3,406	912	78.8
September	1,703	677	71.6	2,333	977	70.5
October	1,733	880	66.3	1,724	1,039	62.1
Totals	25,724	8,690	74.8	29,950	10,263	74.5

Mileage Paid—Loaded and Empty Movement.

Southern Pacific System	3/4¢ per mile
Union Pacific Railroad	3/4¢ " "
San Pedro, Los Angeles & Salt Lake R. R.	3/4¢ " "
All other Lines (average rate)	81/100¢ " "

390 Following is statement showing actual cost of ice supplied California citrus shipments for seasons 1908 and 1909 to points specified in this item:

Season 1908.

Kansas City.

Month handled.			
March	3 cars	$128.28	Average $42.76
April	6 "	276.19	46.03
May	6 "	277.56	46.29
June	5 "	247.34	49.47
July	3 "	173.82	57.94
August	3 "	158.32	52.74
Sept.	2 "	114.30	57.15
Total		1,376.81	Grand Average 49.17

Omaha.

March	.. cars	$.....	$.....
April	6 "	238.44	Average 39.74
May	10 "	434.12	43.41

June	5 "	229.31		45.86
July	5 "	283.04		56.61
August	1 "	51.64		51.64
Sept.	3 "	140.04		46.68
Total		1,376.59	Grand Average	45.89

Chicago.

March	9 cars	$361.95	Average	40.20
April	8 "	331.39		41.42
May	10 "	451.36		45.13
June	10 "	475.82		47.58
July	8 "	462.43		57.80
August	6 "	374.23		62.37
Sept.	7 "	386.11		55.16
Total		2,843.29	Grand Average	49.02

St. Louis.

March	9 cars	$386.85	Average	42.76
April	9 "	379.44		42.16
May	10 "	457.85		45.78
June	6 "	284.68		47.45
July	6 "	372.73		62.12
August	7 "	438.74		62.69
Sept.	2 "	117.01		58.50
		2,437.30	Grand Average	49.74

Cincinnati.

March	3 cars	$129.00	Average	$43.00
April	3 "	117.50		39.17
May	9 "	422.21		47.91
June	7 "	304.62		43.52
July	5 "	292.96		58.59
August	7 "	448.14		64.02
Total		1,714.43	Grand Average	50.43

Cleveland.

March	10 cars	$414.19	Average	41.41
April	10 "	456.70		45.67
391				
May	7 cars	$334.00		$47.72
June	7 "	315.58		45.08
July	5 "	334.14		66.83
August	6 "	471.76		70.29
Total		2,276.37	Grand Average	50.58

Pittsburg.

March	9 cars	$427.72	Average $47.53
April	10 "	462.26	46.22
May	9 "	395.54	43.95
June	8 "	403.90	50.49
July	8 "	537.94	67.24
August	8 "	592.35	74.05
Sept.	3 "	164.80	54.93
Total		2,984.51	Grand Average 54.26

New York.

March	10 cars	$453.11	Average $45.31
April	10 "	480.57	48.05
May	10 "	475.97	47.59
June	6 "	306.30	51.05
July	7 "	477.38	68.19
August	6 "	459.69	76.61
Sept.	6 "	337.66	56.28
Total		2,990.68	Grand Average 54.36

Season 1909.

Kansas City.

March	5 cars	$202.34	Average $40.47
April	9 "	387.88	43.09
May	7 "	308.49	44.07
June	6 "	283.79	47.29
July	6 "	316.05	52.67
August	7 "	392.59	56.09
Sept.	5 "	231.76	46.35
Total		2,122.90	Grand Average 49.39

Omaha.

March	3 cars	$90.75	Average $30.25
April	9 "	352.49	39.17
May	8 "	340.20	42.53
June	6 "	320.19	53.36
July	6 "	318.60	53.10
August	6 "	326.60	54.43
Sept.	3 "	132.26	44.09
Total		1,881.09	Grand Average 45.88

Chicago.

March	6 cars	$240.24	Average $40.04
April	5 "	206.04	41.41
May	8 "	335.50	41.94
June	7 "	353.48	50.49
July	7 "	391.72	55.96
August	6 "	392.58	58.76
Sept.	6 "	294.70	49.11
Total.....		2,174.26	Grand Average 48.32

392

St. Louis.

March	7 cars	$260.80	Average $37.26
April	6 "	265.21	44.20
May	7 "	359.19	51.31
June	8 "	469.04	58.63
July	10 "	566.38	56.63
August	6 "	366.95	61.16
Sept.	6 "	308.49	51.41
Total		2,596.06	Grand Average 51.92

Cincinnati.

March	5 cars	$214.64	Average $35.77
April	7 "	347.04	49.58
May	6 "	298.33	49.72
June	6 "	337.35	56.22
July	6 "	357.75	59.63
August	6 "	365.19	60.86
Sept.	6 "	356.61	59.43
Total.....		2,276.91	Grand Average 52.95

Cleveland.

March	6 cars	$250.65	Average $41.77
April	6 "	280.87	46.81
May	7 "	343.26	49.04
June	7 "	395.11	55.01
July	6 "	340.67	56.78
August	6 "	361.22	60.20
Sept.	3 "	160.21	53.40
Total.....		2,121.99	Grand Average 51.76

Pittsburg.

March	8 cars	$337.25	Average $42.15
April	7 "	314.26	44.89

May	7 "	347.48	49.64
June	7 "	436.72	62.39
July	6 "	407.03	67.84
August	6 "	377.31	62.89
Sept.	6 "	325.53	54.26
Total.....		2,545.58	Grand Average 54.16

New York.

March	5 cars	$200.79	Average $40.16
April	7 "	323.36	46.19
May	8 "	397.29	47.16
June	9 "	564.22	62.69
July	8 "	502.91	62.86
August	8 "	538.56	67.32
Sept.	5 "	273.54	54.71
Total.....		2,800.67	Grand Average 56.01

It is impossible to show separately *to show* cost of ice and other detailed expenses in connection with same, but as near as can be estimated, fifteen per cent (15%) will cover all additional expense outside of actual cost of ice. This additional expense, outside of actual cost of ice, includes labor, cost of keeping records, etc.

393 Following the statement of actual cost of ice supplied, is statement of price used in figuring these costs:

Ashland	$4.50	Memphis	$3.50	
Bakersfield	3.11	Ogden	2.50	
Big Springs	5.00	Omaha	4.00	
Buffalo	3.50	Portland	5.00	
Carlin	7.40	Poplar Bluff.....	5.00	
Chickasha	4.00	Provo	2.50	
Colton	4.18	Parsons, Kans. ..	3.25	
Dalhart	3.50	Pittsburgh	3.00	
Del Rio	5.00	Red Bluff	8.50	
Denison	3.75	Roseville	2.21	
El Paso	3.50	Santa Barbara....	4.50	(1908)
Fort Worth	3.25		5.50	(1909)
Fresno	6.00	Sacramento	4.60	
Houston	4.00	St. Louis	3.50	
Los Angeles	3.62	San Antonio	4.00	
Las Vegas	4.14	Salt Lake	6.40	
Little Rock	3.25	San Jose	3.96	
Milford	5.89	Texarkana	4.50	
		Tucson	4.50	(1908)
			4.15	(1909)
		Truckee	2.75	
		Yuma	4.25	
		All other points..	2.50	

Cost of Icing Stations Constructed by Pacific Fruit Express Co.

Las Vegas, Nev.	$218,000.00
Roseville—Ice Plant	327,000.00
Precooling Plant	150,000.00
Colton—Ice Plant	361,000.00
Precooling Plant	150,000.00
Total	$1,206,000.00

Refrigeration Tariffs.

The Pacific Fruit Express Company publishes no refrigeration tariffs of any description.

Season.	Oranges. Cars.	Lemons. Cars.	Rate in effect. Oranges.	Rate in effect. Lemons.	Minimum.
1884	750	....	.....	.....	20000 lbs.
1886-87	1000	....	(St. Louis $1.40; Chgo.		20000 "
1887-88	1800	....	($1.50 per 100 lbs.		20000 "
1888-89	2600	....	($1.25 per 100 to Chgo.		20000 "
1889-90	3150	....	"		20000 "
1890-91	3600	....	"		24000 "
1891-92	3900	....	"		24000 "
1892-93	4100	....	"		24000 "
1893-94	5100	500	"		24000 "
1894-95	7135	650	$1.25 per 100 to New		24000 "
1895-96	6415	680	York and West;		24000 "
1896-97	7350	900	"		24000 "
1897-98	13987	1166	"		24000 "
1898-99	9448	903	"		24000 "
1899-1900	16362	1447	"		24000 "
1900-01	21173	2924	$1.25	$1.25	24000 "
1901-02	17571	2816	1.25	1.25	24000 "
1902-03	19776	2649	1.25	1.00	24000 "
1903-04	25117	2782	1.25	1.00	24000 "
1904-05	25671	4285	1.25	1.00	36 ft. & less. 24190#
1905-06	25663	3788	1.25	1.00	Over 36,Lem. 26200#
1906-07	27487	3503	1.15	1.00	Oranges.... 27600#
1907-08	29471	4935	1.15	1.00	do. do.
1908-09	31941	6154	1.15	1.00	(37 ft. & less 24190# (Over 37 ft. Lemons (26200,Orngs.26700#

Duty under Act of October 6, 1890:

Oranges, lemons and limes in bulk $1.50 per thousand fruit #
" " " " in pkgs. of capacity 1¼ cub. ft. or less 13¢ pkg.
" " " " " " exceeding 1¼ cub. ft. and not exceeding 2½ cub. ft. 25¢ package.
" " " " " " exceeding 2½ cub. ft. and not exceeding 5 cub. ft. 50¢ package.
" " " " " " exceeding 5 cubic feet, for every additional foot or fraction thereof 10 cts. per cubic ft.

Additional duty on package material 30%.

Duty under Act of August 28, 1894:

Oranges and lemons in bulk $1.50 per thousand fruit
Oranges and lemons in pkgs. 8 cts. per cub. ft. of capacity.
Additional duty on package material 30%.
If material composed of American shook, 15%.

Duty under Act of July 24, 1897:

Oranges, One cent per pound
Lemons, One cent per pound.
Additional duty on package material 30%.
If package composed of American shook, 15%.

Duty under Act of August 5, 1909:

Oranges, One cent per pound. (Additional duty on Pkg. material 30%.)
Lemons, 1½ cents per pound. (If composed of American Shook 15%.)

#—Duty of $1.50 per thousand fruit figures out roughly about ½ cts. per pound, i. e.

Oranges wgh. 200 to 72# bx. or .36# ea. 1000 orgs.—360# at 1.50— .417¢ lb.
Lemons " 300 to 84# " " .28# " 1000 lemons---280# at 1.50— .536¢ lb.

395 DEFENDANTS' EXHIBIT 29.

Shipments of Lemons from Southern California (Pac. Frt. World, Nov. 7 & Nov. 6, '09) vs. Imports (Powell).

	Cars.		Est. No. bx. (312 to car).		(84 lbs. per bx.)	
	Sou. Cal.	Imports.	Sou. Cal.	Imports.	Sou. Cal. est. pounds.	Imports, actual pounds.
1897-98.....	1166	.....	363,792	.....	30,558,528	.....
1898-09.....	903	.....	281,736	.....	23,665,824	.....
1899-00.....	1447	6112	451,464	1,907,119	37,922,976	160,198,056
1900-01.....	2924	5666	912,288	1,768,031	76,632,192	148,514,614
1901-02.....	2816	6260	878,592	1,953,277	73,801,728	164,075,309
1902-03.....	2649	5799	826,488	1,809,575	69,424,992	152,004,312
1903-04.....	2782	6559	867,984	2,046,705	72,910,656	171,923,221
1904-05.....	4274	5306	1,333,488	1,655,765	112,012,992	139,084,321
1905-06.....	3789	5292	1,182,168	1,651,395	99,302,112	138,717,252
1906-07.....	3507	6023	1,094,184	1,879,284	91,911,456	157,859,906
1907-08.....	4959	6029*	1,547,198	1,880,968*	129,964,632	158,001,287*
1908-09.....	6196	5441*	1,933,152	1,697,441	161,484,768	142,585,065

*(Commerce and Finance) and computed 84 lbs. to box, 312 boxes to car.

Tariff Duty.

1 cent per lb. until Aug. 5, '09, when it became 1½c. per lb. Boxes extra at all times; at present 30% ad valorem.

Change since 1899-1900: So. Cal. production increased (cars) 328.2%.
Imports decreased..... (lbs.) 10.9%.

Declared Values of Imports for 11 Months of 1909 (Ending November) and for years 1908, etc., for Lemons and Oranges, from "Monthly Summary of Commerce and Finance of the U. S.," Published by Department of Commerce and Labor.

	Lemons.				Oranges.			
	Imports.	Value.	Value per lb in cts.	Value per bx., 84 lbs.	Imports.	Value.	Value per ✱, cts.	Value box, 72 ✱.
	Lbs	*Dollars.*			*Lbs.*			
11 mos.....1909	136,618,448	2,686,657	1.965	$1.65	4,785,066	$72,720	1.520	$1.09
Year.....1908	157,311,775	3,103,849	1.972	1.66	17,135,009	307,037	1.726	1.24
" 1907	177,358,352	4,928,640	2.779	2.33	30,217,762	477,178	1.577	1.13
" 1906	157,291,005	3,757,451	2.363	1.98	6,958,131	120,044	1.792	1.29
" 1905	139,084,321	2,905,082	2.088	1.75	28,880,575	375,088	1.299	.94
" 1904	171,923,221	3,659,598	2.128	1.79	35,893,260	525,468	1.464	1.05
" 1903	152,004,213	3,079,221	2.026	1.70	56,872,070	818,780	1.440	1.04
" 1902	164,075,309	3,320,359	2.024	1.70	52,742,476	784,640	1.465	1.04
" 1901	148,514,614	3,516,856	2.367	1.99	50,332,914	716,457	1.423	1.02
	1,404,181,258	30,956,713						
Average value 9 years.....			2.204	$1.85				
Present duty.....				1.26				
Duty on box (est.).....				.03				
Cost of importing.....				$3.14				

Shipments of Lemons from Southern California (Pac. Frt. World Nov., '07, & Nov. 6, '07) vs. Imports (Powell).

	Cars.		Est. No. Bx. (312 to car).		(84 lbs. per bx.)	
	Sou. Cal.	Imports.	Sou. Cal.	Imports.	Sou. Cal., est. pounds.	Imports, actual pounds.
1897-98	1166	.....	363,792	.....	30,558,528	.....
1898-99	903	.....	281,736	.....	23,665,824	.....
1899-00	1447	6112	451,464	1,907,119	37,922,976	160,198,056
1900-01	2924	5666	912,288	1,768,031	76,632,192	148,514,614
1901-02	2816	6260	878,592	1,953,277	73,801,728	164,075,309
1902-03	2649	5799	826,488	1,809,575	69,424,992	152,004,312
1903-04	2782	6559	867,984	2,046,705	72,910,656	171,923,221
1904-05	4274	5306	1,333,488	1,655,765	112,012,992	139,084,321
1905-06	3789	5292	1,182,168	1,651,395	99,302,112	138,717,252
1906-07	3507	6023	1,094,184	1,879,284	91,911,456	157,859,906
1907-08	4959	6029*	1,547,198	1,880,968*	129,964,632	158,001,287*
1908-09	6196	5441*	1,933,152	1,697,441*	161,484,768	142,585,065

Tariff Duty.

1 cent per lb. until Aug. 5, '09, when it became 1½¢ per lb. Boxes extra at all times; at present 30% ad valorem.

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* (Commerce and Finance) and computed 84 lbs. to box, 312 boxes to car.

Change since 1899-1900: So. Cal. production increased (cars) 328.2%. Imports decreased (lbs.) 10.9%.

Declared Values of Imports for 11 *Months of* 1909 (*Ending November*) *and for Years* 1908, *etc., for Lemons and Oranges, from "Monthly Summary of Commerce & Finance of the U. S.," Published by Department of Commerce & Labor.*

	Lemons.				Oranges.			
	Imports, lbs.	Value, Dollars.	Value per lb. in cts.	Val. per box, 84 lbs.	Imports, lbs.	Value, $	Val. per lb., cents.	Value box, 72 lbs.
11 Mos. 1909	136,618,448	2,685,657	1.965	$1.65	4,785,066	$72,720	1.520	$1.09
Year 1908	157,311,775	3,103,849	1.972	1.66	17,135,009	307,037	1.726	1.24
" 1907	177,358,352	4,928,640	2.779	2.33	30,217,762	477,178	1.577	1.13
" 1906	157,291,005	3,757,451	2.363	1.98	6,958,131	120,044	1.792	1.29
" 1905	139,084,321	2,905,082	2.088	1.75	28,880,575	375,088	1.299	.94
" 1904	171,923,221	3,659,598	2.128	1.79	35,893,260	525,468	1.464	1.05
" 1903	152,004,213	3,079,221	2.026	1.70	56,872,070	818,780	1.440	1.04
" 1902	164,075,309	3,320,359	2.024	1.70	52,742,476	784,640	1.465	1.04
" 1901	148,514,614	3,516,856	2.367	1.99	50,332,914	716,457	1.423	1.02
	1,404,181,258	30,956,713						

Average value 9 years	2.204	$1.85
Present Duty		1.26
Duty on box (est.)		.03
Cost of importing		$3.14

Accepting the citrus fruit growers' statement that it costs $1.48 per box to produce lemons in California and place them on cars (see schedule G of Tariff, and brief of facts submitted), and adding thereto 96.6 cents per box for freight at $1.15 per cwt., the cost at destination would be $2.446 per box of California Lemons. Using the average cost of imported lemons shown in 1908 of $2.86 per box for 992,946 boxes imported by New York dealers (see Tariff Schedule G, page 4035-4) deducting 14 cents for wharf labor and auction charges, and adding to this 42¢ increased duty, we have cost of imported lemons at New York of $3.14 per box. Assuming a distribution via rail and water route (cheapest) in carloads to various points, the following contract in laying down a box of California vs. foreign lemons in various groups, presents itself. (Rail and Lake rates taken from LV I. C. C. B-2800.)

Destination.	Cost foreign at New York per box.	Rate in cts. per cwt.	Rate in cts. per box, 84 lbs.	Cost at destination. Foreign per box.	Cost at destination. Per box California.	Difference in favor of Calif. lemon.
New York City, N. Y.	$3.14	..	.....	$3.14	$2.446	$.694
1. Cleveland, O.	"	34	28.56	3.4256	"	.9796
2. Detroit, Mich.	"	35	29.4	3.434	"	.988
3. Port Huron, Mich.	"	35	29.4	3.434	"	.988
4. Chicago, Ill.	"	35	29.4	3.434	"	.988
5. Gladstone, Ill.	"	35	29.4	3.434	"	.988
6. Sault Ste. Marie, Mich.	"	38	31.92	3.4592	"	1.0132
7. Green Bay, Wis.	"	37	31.08	3.4508	"	1.0048
9. St. Paul, Minn.	"	43	36.12	3.5012	"	1.0556
10. Duluth, "	"	38	31.92	3.4592	"	1.0132
11. Racine, Wis.	"	36	30.24	3.4424	"	.9964
12. Joliet, Ill.	"	36	30.24	3.4424	"	.9964
14. Kankakee, Ill.	"	36	30.24	3.4424	"	.9964
15. Danville, Ill.	"	36	30.24	3.4424	"	9964

16. Aurora, Ill.	"	38	31.92	3.4592	"	.9964
17. Westville, Ill.	"	39	32.76	3.4676	"	1.0216
18. Streator, Ill.	"	40	33.60	3.476	"	1.030
19. Peoria, Ill.	"	40	33.60	3.476	"	1.030
20. Mason City, Ia.	"	41	34.44	3.4844	"	1.0334
21. Neponset, Ill.	"	42	35.28	3.4928	"	1.0468
22. Altamont, "	"	42	35.28	3.468	"	1.022
23. Laura, "	"	42	35.28	3.468	"	1.022
24. 24A. 24B. St. Louis, Mo.	"	43	36.12	3.5012	"	1.0552
25. Galva, Ill.	"	43	36.12	3.5012	"	1.0552
26. Annawan, Ill.	"	43	36.12	3.5012	"	1.0552
27. Atkinson, Ill.	"	44	36.96	3.5096	"	1.0636
28. Monmouth, Ill.	"	45	37.80	3.518	"	1.072
29. Carthage, Ill.	"	45	37.80	3.518	"	1.072
30. 31. Moline, Ill.	"	45	37.80	3.518	"	1.072
33. Transmississippi	"	43	36.12	3.5012	"	1.0552
34. St. Mary's, Ind.	"	37	31.08	3.4508	"	1.0048

Cost to Land Lemons in Various Markets from California vs. Imports via New Orleans & Mobile.

Assuming cost of landing lemons in New Orleans and Mobile as $3.14 per box (see other table) and accepting California growers' figures of production cost as $1.48 per box on cars, the cost of landing a box of lemon- in following points from California vs. foreign is shown.

Destination.	C. L. dist. rate from Cal. per cwt.	Cost per box to lay lemons down in market.	Foreign cost when dist. in C. L.	Foreign cost when dist. in L. C. L.	Difference in favor of Calif. carloads.	Difference in favor of Cal. L. C. L.
Anniston, Ala	1.40	2.656	3.493	3.636	.827	.98
Albany, Ga	1.40	2.656	3.585	3.745	.929	1.089
Atlanta, Ga	1.40	2.656	3.493	3.636	.827	.980
Augusta, Ga	1.40	2.656	3.493	3.636	.827	.980
Bessemer, Ala	1.40	2.656	3.451	3.560	.795	.904
Birmingham, Ala	1.40	2.656	3.451	3.560	.795	.904
Chattanooga, Tenn	1.40	2.656	3.493	3.636	.827	.98
Chicago, Ill	1.15	2.446	3.476	3.560	1.030	1.114
Columbus, Ga	1.40	2.656	3.493	3.636	.827	.98
Cleveland, O	1.15	2.446	3.560	3.728	1.114	1.282
Detroit, Mich	1.15	2.446	3.560	3.728	1.114	1.282
E. B'm'gham, Ala	1.40	2.656	3.451	3.560	.795	.904
Eufaula, Ala	1.40	2.656	3.493	3.636	.827	.98
Florence, Ala	1.40	2.656	3.408	3.526	.752	.87
Gadsden, Ala	1.40	2.656	3.493	3.636	.827	.98
Harriman, Tenn	1.40	2.656	3.948	3.636	.827	.98
Huntsville, Ala	1.40	2.656	3.408	3.526	.752	.87
Kansas City, Mo	1.15	2.446	3.686	.....	1.24	....

Little Rock, Ark.....	1.15	2.446	3.476	3.98	1.03	1.534
Minneapolis, Minn.....	1.15	2.446	3.686	3.854	1.24	1.408
North Birmingham, Ala.....	1.40	2.656	3.451	3.560	.795	.904
Omaha, Neb.....	1.15	2.446	3.72	.....	1.274	....
Sheffield, A.....	1.40	2.656	3.409	3.526	.753	.87
Talladega, "	1.40	2.656	3.493	3.594	.837	.938
Washington, Ga.....	1.40	2.656	3.484	3.585	.828	.929

Southern Ry. Mobile Tropical Fruit Tariff No. 2, I. C. C. 9117.

Cost to Land Lemons in Southeastern Markets from California vs. Imports via Baltimore.

Baltimore rates are lowest to Southeast. Assuming cost of landing lemons in Baltimore as $3.14 per box (see other table) and accepting the California growers' figures of production cost as $1.48 per box on cars, the cost of landing a box of lemons in following Southeastern cities from California vs. foreign is shown.

Destination.	C. L. distrib. rates from Cal., per cwt.	Cost per box to lay lemons down in market.	Foreign cost when distrib. from entry port in C. L.	Foreign cost when distributed in L. C. L.	Difference in favor California, carloads.	Difference in favor Calif., L. C. L.
Albany, Ga.....	$1.40	$2.656	$3.619	$3.778	$.963	1.122
Atlanta, Ga.....	1.40	2.656	3.619	3.778	.963	1.122
Augusta, Ga.....	1.40	2.656	3.489	3.652	.833	.996
Bessemer, Ala.....	1.40	2.656	3.627	3.795	.971	1.139
Birmingham, "	1.40	2.656	3.627	3.795	.971	1.139
Chattanooga, Tenn...	1.40	2.656	3.577	3.728	.921	1.072
Columbus, Ga.....	1.40	2.656	3.619	3.778	.963	1.122
E. Birm'gham, Ala..	1.40	2.656	3.627	3.795	.971	1.139
Eufaula, Ala.....	1.40	2.656	3.619	3.778	.963	1.122
Florence, Ala.....	1.40	2.656	3.594	3.745	.938	1.089
Gadsden, Ala.....	1.40	2.656	3.627	3.795	.971	1.139
Harriman, Tenn....	1.40	2.656	3.577	3.728	.921	1.072
Huntsville, Ala.....	1.40	2.656	3.594	3.745	.938	1.089
Johnson City, Tenn..	1.40	2.656	3.610	3.694	.954	1.038
N. Birmingham, Ala.	1.40	2.656	3.627	3.795	.971	1.139
Sheffield, Ala.....	1.40	2.656	3.594	3.745	.938	1.089
Talladega, Ala.....	1.40	2.656	3.619	3.778	.963	1.122
Washington, Ga.....	1.40	2.656	3.619	3.778	.963	1.122

Sup. 70 to B. & O. R. R., I. C. C. 5405.

Statement of Carload Rates Applying from Florida and California to Various Destinations, Showing Rate per Box and Rate per Ton per Mile on Oranges and Lemons.

	From Arcadia, Fla.		From Los Angeles, Cal.		Arcadia rate in term, 72 lbs. box.	Rate per ton per mile.	
	Per box, 80 lbs. Cts.	Distance.	Per box, 72 lbs. Cts.	Distance.		Florida.	Calif.
						Cts.	
Boston*	65.	1477	82.8	3273	58.7	1.100	.702
Buffalo	85.8	1452	82.8	2774	77.2	1.476	.829
Chicago	84.5	1356	82.8	2263	76.0	1.557	1.015
Cincinnati	71.	1100	82.8	2425	67.9	1.614	.948
Cleveland	81.7	1363	82.8	2562	73.5	1.498	.987
Denver	125.	2048	82.8	1417	112.5	1.525	1.644
Kansas City	98.6	1409	82.8	1807	88.7	1.749	1.272
New York*	60.	1242	82.8	3149	54.0	1.207	.73
Philadelphia*	60.	1151	82.8	3058	54.0	1.303	.752
St. Louis	19.	1175	82.8	2084	71.1	1.663	1.103
St. Paul	102.2	1738	82.8	2123	91.9	1.413	1.083
Omaha	100.2	1600	82.8	1818	90.0	1.565	1.265

Arcadia rates taken from Florida E. Coast, I. C. C. 171, plus 25 cents from Arcadia to Jacksonville.
California rates—$1.15 per cwt.—taken from 3-H, I. C. C. 906.

* Lowest rate: via Savannah and steamer.
All rail rate 13. 18 or 19¢ per box higher.

Statement of Rates on Citrus Fruits Applying from Florida in C. L. under I. C. C. Order in Dockets 2566 *and* 1168, *Decided* 2/8/10, *vs. Rates on Oranges from California, Arcadia, Florida, Taken as Origin.*

To—	Florida rate per box, 80 lbs.	Florida rate per box, 72 lbs.	Calif. rate per box, 72 lbs.	Distance. From Arcadia.	Distance. From L. Ang. Short Line.	Per ton per mile. Fla. Cts.	Per ton per mile. L. A. Cts.
				Miles.	Miles.		
Chicago	74	66.6	82.8	1356	2265	1.36	.98
Indianapolis	71	62.9	82.8	1259	2326	1.41	.96
Cleveland	74	66.6	82.8	1363	2562	1.36	.87
Milwaukee	76	68.4	82.8	1441	2350	1.29	.95
St. Louis	71	62.9	82.8	1175	2084	1.51	1.07
Columbus	71	62.9	82.8	1220	2401	1.46	.93
Minneapolis	87	78.3	82.8	1738	2123	1.25	1.05
St. Paul	87	78.3	82.8	1738	2123	1.25	1.05
Kansas City	83	74.7	82.8	1409	1807	1.47	1.23
Omaha	87	78.3	82.8	1600	1818	1.54	1.23
Cedar Rapids	83	74.7	82.8	1575	1988	1.32	1.13

403 DEFENDANT'S EXHIBIT 35.

Statement Illustrating What Rates on California Citrus Fruits Would Be if Basing Point Rate Plus Local From Origin Were Used.

Local Rates Shown are on Scale Fixed by I. C. C. in Florida Fruit & Vegetable Shippers' Case, Decided 2/10/08.

Origin.	Local to basing point.		Thru rate east.	
	Los Angeles.	Colton.	Los Angeles.	Colton.
San Bernardino	..	9	....	1.24
Riverside	..	9	....	1.24
Whittier	9	..	1.24	....
Santa Paula	11	..	1.26	....
Redlands	..	9	....	1.24
Saticoy	11	..	1.26	....
Tropico	9	..	1.24	....
Tustin	9	..	1.24	....
Anaheim	9	..	1.24	....

404 DEFENDANT'S EXHIBIT 36.

Rates Fixed by I. C. C. Feb. 8, '10, from Florida, Compared with Present California Rates.

From—	To—	Miles.	Rate per cwt.	Rate per ton per mile.	
Los Angeles	Denver	1,417	$1.15	1.57 cts.	
Arcadia	Kas. City	1,409	1.038	1.47 "	
Los Angeles	Kas. City	1,807	1.15	1.23 "	
Arcadia	St. Paul	1,737	1.088	1.25 "	
Los Angeles	Denver	1,818	1.15	1.23 "	
Arcadia	St. Paul	1,737	1.088	1.25 "	
Los Angeles	St. Louis	2,084	1.15	1.07 "	x I. C. C. rates fixed 83¢ to Kas. C'y per box, maintaining 26.4 per box differential—109.4 per box.
Arcadia	Denver	2,048	1.368	1.34 "	

405 DEFENDANT'S EXHIBIT 37.

Per Ton Mile Earning on Citrus Fruit.

		Total.		Pac. Sys. proportion on movement.					
				Seaboard.		Chicago.		Mo. River.	
		Net wt.	Gross wt.	Net.	Gross.	Net.	Gross.	Net.	Gross.
Lemons	$1.00	.991	.394	.597	.238	.794	.316	.926	.369
Oranges	1.15	1.013	.407	.688	.274	.915	.364	1.068	.425
Lemons	1.15	1.141	.453	.686	.273	.912	.363	1.065	.424

Under Ice.

Lemons	$1.00	.991	.351	.597	.208	.794	.277	.926	.323
Oranges	1.15	1.013	.353	.688	.239	.915	.318	1.068	.372
Lemons	1.15	1.141	.397	.686	.239	.912	.318	1.065	.371

Including Refrigeration Charges.

Lemons	$1.00	....	....	....	.262	....	.337	....	.391
Oranges	1.15	....	....	....	.293	....	.378	....	.439
Lemons	1.15	....	....	....	.210	....	.378	....	.439

Charging Citrus Fruit With 75% of Car Weight of Empty Haul Westbound.

Lemons	$1.00	....	....	.597	.164	.794	.218	.926	.254
Oranges	1.15	....	....	.688	.189	.915	.251	1.068	.293
Lemons	1.00	....	....	.686	.188	.912	.250	1.065	.292

Under Ice.

Lemons	$1.00	....	....	.597	.149	.794	.199	.926	.232
Oranges	1.15	....	....	.688	.172	.915	.229	1.069	.267
Lemons	1.15	....	....	.686	.171	.912	.228	1.065	.266

Per Ton Mile Earning, Net & Gross, Including Empty Haul & Ref. Chgs.

		Total.		Pac. Sys. proportion on movement.					
				Seaboard.		Chicago.		Mo. River.	
		Net wt.	Gross wt.	Net.	Gross.	Net.	Gross.	Net.	Gross.
Lemons	$1.00	....	....	....	.188	....	.242	....	.280
Oranges	1.15	....	....	....	.210	....	.271	....	.315
Lemons	1.15	....	....	....	.210	....	.271	....	.315

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DEFENDANT'S EXHIBIT 38.

Statement of Imports of Lemons Monthly.

	1906.		1907.	
	Lbs.	Value.	Lbs.	Value.
Jan.	5,047,620	101,322	5,559,233	114,197
Feb.	3,765,097	67,894	7,653,349	147,245
Mar.	12,342,184	226,402	10,734,075	204,901
Apr.	21,302,994	323,775	15,798,708	363,793
May	24,032,551	489,404	24,815,856	721,004
Jun.	28,003,772	705,518	31,101,898	859,110
July	27,253,058	783,820	32,571,297	1,038,088
Aug.	10,483,489	310,391	24,123,260	786,400
Sept.	5,506,201	192,131	8,873.970	274.544
Oct.	15,867,976	194,184	5,777,899	184.619
Nov.	7,680,913	244,111	6,651,555	159,911
Dec.	5,405,150	118,400	3,697,252	74,828
Total	157,291,005	3,757,451	177,358,352	4,928,640

	1908.		1909.	
	Lbs.	Value.	Lbs.	Value.
Jan.	3,681,012	82,110	4,161,820	75,291
Feb.	7,169,205	157,200	6,910,557	123,802
Mar.	12,075,294	246,153	14,104,721	246,871
Apr.	18,273,920	351,347	11,408,410	209,754
May	19,262,148	354,296	15,471,777	298,554
Jun.	31,101,898	859,110	36,333,191	679,034
Jul.	23,751,512	464,755	26,481,688	556,375
Aug.	16,797,052	357,566	20,132,616	422,556
Sept.	7,614,836	168,889	8,074,018	162,232
Oct.	2,694,310	51,416	3,570,903	73,616
Nov.	5,204,765	105,596	3,692,678	81,188
Dec.	4,454,530	85,487	4,037,209	81,940
Total	157,311,775	3,103,849	140,655,657	2,767,597

Comparison of Imports, Aug. to Dec. (Incl.).

1906.		1907.		1908.		1909.	
Lbs.	Value.	Lbs.	Value.	Lbs.	Value.	Lbs.	Value.
44,943,719	1,059,217	49,123,936	1,480,302	36,765,493	768,954	39,507,424	821,532

Sept. to Dec. (Incl.).

34,460,230	748,826	25,000,676	693,902	19,968,441	411,388	19,374,808	398,976

407 DEFENDANT'S EXHIBIT 39.

Statement of Citrus Fruit Claims, Present and Paid, 1906 to 1910, (March 1st).

Year.	Total. Presented.	Paid.	Per cent paid.
1906	4,742	3,752	79.1
1907	5,019	5,019	85.4
1908	3,103	2,711	87.4
1909	2,851	2,133	74.8
1910	92	49	53.3
	16,661	13,664	82.0

408 DEFENDANT'S EXHIBIT 40.

Statement of Amounts Paid for Loss and Damage to Shipments of Citrus Fruit Moving During the Period November 1, 1907, to October 31, 1908, Segregated According to Character of Loss and Damage.

Classifications.	No. claims.	Amount.
Breakage	1147	$15,323.06
Pilferage	478	1,787.57
Outage	1149	5,057.38
Wreck	12	7,021.45
Delay	14	1,515.32
Freezing	35	3,079.36
Shortage	109	845.34
Decay account delay	95	6,145.42
Decay account breakage	9	759.59
Decay account improper ventilation	26	2,650.96
Decay account insufficient icing	11	1,761.22
Decay account transfer	3	746.75
Decay account erroneous billing	3	535.20
Wet	3	116.45
Reicing charges	3	73.22
	3097	$47,418.29

Improved service P. F. E. and methods of handling.

409 DEFENDANT'S EXHIBIT 41.

Number and Amounts of Claims Paid for Loss and Damage to Shipments of Citrus Fruits Moving During Period Nov. 1st, 1908, to Oct. 31st, 1909, Segregated According to Character of Loss and Damage.

Classification.	No. claims.	Amount.
Breakage	1604	$11,252.50
Pilferage	368	1,040.57
Outage	314	1,177.30
Wrecks	13	8,098.56
Delay	4	17.95
Freezing	14	1,803.38
Shortage	86	501.38
Decay account delay	52	3,146.52
Decay account improper Vent.	30	2,590.75
Decay account Insufficient Icing	5	1,028.33
Delivery without surrender of B/L.	1	580.18
Fire	1	602.40
Wet	7	688.39
	2499	$32,523.21

Defendant's Exhibit 42.

Statement Showing Dead Weight Hauled in Citrus Service 1908-09 Citrus Year.

	Cars shipped.	Total wt. shipped.	Wt. of load ice and car.	Load, ice & car plus empty back-haul.	Dead wt. ice, cars & empty back-haul.
Oranges	15,715	449,524,000	1,209,462,718	1,722,164,593	1,272,640,593
Lemons	2,354	65,018,000	178,282,000	255,081,250	190,063,250

Percentage.

	Load to gross with ice.	Load to gross ice & empty back haul.
Oranges	37.7	26.10
Lemons	36.47	25.49

Total Dead Weight Hauled.

Oranges	1,272,640,593	pounds
Lemons	190,063,250	"

DEFENDANT'S EXHIBIT 43.

Comparison of Box Cars and P. F. E. Cars.

Car.	Marked cap'y.	Length. Over sills.	Length. Inside.	Capacity cu. feet.	Weight.	No. of cars.	Cu. ft. per 1000 #.	Wt. marked cap'y.
S. P. & C. P.	60,000	34′ 6″	34′	1,838	27,700	707	30.6	461.7
"	60,000	36′ 6″	36′	1,946	29,900	2,177	32.4	398.3
"	80,000	40′ 0″	39′ 5″	2,326	32,100	2,209	29.1	401.2
"	80,000	36′ 7″	36′	2,448	33,200	849	30.6	415.0
Steel Underframes.	100,000	41′ 10″	40′	2,730	42,860	4,299	27.3	428.5
"	80,000	36′ 10″	36′	2,448	35,080	928	30.6	438.5
"	60,000	41′ 10″	*33′ 3″	2,057	43,620	8,100	34.3	727.0

*Length Between ice tanks.

P. F. E. Car Compared With 100,000 lb. Cap'y Box Car.

	Length car outside.	Inside.	Weight.	Cost.	Wt. per 100,000 lbs.	Cost marked capacity.
100,000 Bx.	41′ 10″	40′ 0″	42,860	$1054	428.6	$10.54
60,000 P. F. E.....	41′ 10″	33′ 3″	43,620	1627	727.0	27.12
P. F. E. Cars in per cent of 100,000 lb. Bx.	100%	88%	102%	154%	170%	258%

412 DEFENDANT'S EXHIBIT 44.

Refrigeration Charges Assessed on Citrus During 1900 *&* 1903 *Per I. C. C. Report No.* 11, *Pages* 609-10 *in Vol.* 10, *I. C. C. Report (Case Consolidated Forwarding Co. vs. S. P. Co. et al.), vs. Present Charges.*

From So. Cal. points To—	Minimum, 27,648 lbs.		Present rates.		32,000 lbs. on '03 basis.
	1900.	1903.	24,190 #	32,000 #	
	Per car.				
Denver, Colo.	$50.	$50.	$43.74	$50.00	$57.87
Leadville, Colo.	50.	50.	43.74	50.00	57.87
Pueblo, Colo.	50.	50.	43.74	50.00	57.87
Salt Lake City, Utah	50.	50.	43.74	50.00	57.87
Butte, Mont.	60.	60.	52.50	60.00	69.44
Council Bluffs, Ia.	60.	60.	52.50	60.00	69.44
Omaha, Nebr.	60.	60.	52.50	60.00	69.44
St. Joseph, Mo.	60.	60.	52.50	60.00	69.44
Kansas City, Mo.	60.	60.	52.50	60.00	69.44
Dallas, Texas	60.	60.	52.50	60.00	69.44
Fort Worth, Texas	60.	60.	52.50	60.00	69.44
Houston, Tex.	70.	62.50	54.67	62.50	72.34
San Antonio, Tex.	70.	62.50	54.67	62.50	72.34
Burlington, Ia.	70.	62.50	54.67	62.50	72.34
Des Moines, Ia.	70.	62.50	54.67	62.50	72.34
Chicago, Ill.	75.	62.50	54.67	62.50	72.34
St. Louis, Mo.	75.	62.50	54.67	62.50	72.34
Sioux Falls, S. D.	75.	62.50	54.67	62.50	72.34
Minneapolis, Minn.	75.	62.50	54.67	62.50	72.34
Evansville, Ind.	80.	67.50	59.05	67.50	78.13
Indianapolis, Ind.	80.	67.50	59.05	67.50	78.13
Fort Wayne, Ind.	80.	67.50	59.05	67.50	78.13
South Bend, Ind.	80.	67.50	59.05	67.50	78.13
Buffalo, N. Y.	85.	72.50	63.43	72.00	83.91
Detroit, Mich.	85.	72.50	63.43	72.00	83.91
Cleveland, Ohio	85.	72.50	63.43	72.50	83.91
Cincinnati, Ohio	85.	72.50	63.43	72.50	83.91
Fargo, N. D.	85.	72.50	63.43	72.50	83.91
Memphis, Tenn.	85.	72.50	89.05	97.50	83.91
Toronto, Ont.	85.	72.50	63.43	72.50	83.91
Wheeling, W. Va.	85.	72.50	63.43	72.50	83.91
Albany, N. Y.	90.	75.00	65.61	75.00	86.86
Atlanta, Ga.	90.	75.00	65.61	75.00	86.86
New York, N. Y.	90.	75.00	65.61	75.00	86.86
Baltimore, Maryland	90.	75.00	65.61	75.00	86.86
Montreal, Que.	90.	75.00	65.61	75.00	86.86
Philadelphia, Pa.	90.	75.00	65.61	75.00	86.86
Washington, D. C.	90.	75.00	65.61	75.00	89.70
Boston, Mass.	95.	77.50	67.81	77.50	89.70
Hartford, Conn.	95.	77.50	67.81	77.50	89.70
Providence, R. I.	95.	77.50	67.81	77.50	89.70
Portland, Me.	95.	77.50	67.81	77.50	89.70
St. Johns, N. B.	95.	77.50	67.81	77.50	89.70

DEFENDANT'S EXHIBIT 45.

Per Car Value of Refrigerator Car in Citrus Service as Against Average Car Value.

Highest number of cars in refrigerator service, 1908-9	6,600
Earnings on Citrus Fruit:	
Thru	$2,102,361.03
Local	103,432.72
Total	$2,205,793.75
Per day (divide by 365 days)	$6,043.02

Citrus Movement comprised 43 per cent of all movement in refrigerator cars.

43% of 6,600 cars in citrus service	2,738 cars
Value per day of car in Citrus service	$2.20
Total Earnings Pac. Sys., Thru	$29,547,404.01
(Lines in Oregon, S. L. Div.) Local	20,206,800.26
Total	$49,754,204.27
Per day	$136,312.90
Average cars on Railway in one month	26,199 cars
Value per car per day on average number cars	$5.20

414 DEFENDANT'S EXHIBIT 46-1.

Year.	Oranges, bearing.		Lemons, bearing.	
	Acres.	No. trees.	Acres.	No. trees.
Los Angeles County.				
1884	Total 729,865 Trees.		Total 55,260 Trees.	
1891	3827 5	382,750	371 1	37,106
1895	2356 1	235,607	231 1	23,110
1900	6958 5	695,849	1804 2	180,417
1905	8757 6	875,755	1646	164,600
1908	18952 5	1,895,252	4102 2	410,216
Increase over '95	16596 5	1,659,645	387	387,106
Orange County.				
1884	Total — Trees.		Total — Trees.	
1891	13 1	1,310	.....	.....
1895	1128 7	112,874	64.6	6,463
1900	3884 6	388,460	297.4	29,736
1905	5367 2	536,715	453 4	45,340
1908	6278	627,800	772 5	77,250
Increase over '95	5149	514,726	708	70,787
Riverside County.				
1884	Total — Trees.		Total — Trees.	
1891	.....	.....	.....	.....
1895	4797 6	479,764	76 1	7,605
1900	8842 0	884,200	3770 9	377,092
1905	10760 4	1,076,037	1112 7	111,265
1908	16035 0	1,603,500	1125	112,500
Increase over '95	11237	1,123,736	1048	104,895
San Bernardino County.				
1884	Total 214,531 Trees.		Total 7,845 Trees.	
1891	.....	.....	.....	.....
1895	2438 0	243,800	143 7	14,365
1900	8000 0	800,000	1500	150,000
1905	16507	1,650,700	1850	185,000
1908	27253 0	2,725,300	2150	215,000
Increase over '95	24815	2,481,500	2006	200,635

415 DEFENDANT'S EXHIBIT 46-2.

Year.	Oranges, bearing. Acres.	Oranges, bearing. No. trees.	Lemons, bearing. Acres.	Lemons, bearing. No. trees.
San Diego County.				
1884 Total 5,773 Trees.			Total 1,208 Trees.	
1891.....	267 1	26,715	70 0	7,006
1895.....	378 4	37,843	2543	25,433
1900.....	800 0	80,000	2000 0	200,000
1905.....	500 0	50,000	1306 0	130,605
1908.....	482 8	48,283	1497 2	149,724
Increase over '95...	104	10,440	1243	124,291
Santa Barbara County.				
1884 Total 4,864 Trees.			Total 3,481 Trees.	
1891.....	.....	.....	.....	.....
1895.....	22 4	2,240	4872	48,720
1900.....	13 2	1,320	748 5	74,850
1905.....	8 4	840	895 6	89,560
1908.....	7 1	715	1053 1	105,315
Increase over '95...	.....	.....	566	56,595
Decrease.....	15	1,525	.....	.....
Ventura County.				
1884 Total 500 Trees.			Total 200 Trees.	
1891.....	171 9	17,199	26 5	2,659
1895.....	364 3	36,439	53 7	5,378
1900.....	649 0	64,900	722 3	72,238
1905.....	850 0	85,000	570	57,000
1908.....	978	97,800	900 0	90,000
Increase over '95...	613	61,361	846	84,622
Summary.				
1884.....	9555.3	955,533	679.9	67,994
1891.....	4279.6	427,974	467.6	46,771
1895.....	11485.5	1,148,567	1310.7	131,074
1900.....	29147.3	2,914,729	10843.3	1,084,333
1905.....	42750.2	4,275,047	7833.7	783,370
1908.....	69986.4	6,998,650	11600.0	1,160,005
Increase over '95...	58500.9	5,850,083	10289.3	1,028,931

416 DEFENDANT'S EXHIBIT 47-1.

Year.	Oranges, non-bearing.		Lemons, non-bearing.	
	Acres.	No. trees.	Acres.	No. trees.
Los Angeles County.				
1884	.....	.....	.....	.....
1891	4757 9	475,789	295 2	29,524
1895	3186 9	318,692	2238 2	223,822
1900	3194 2	319,425	264 6	26,462
1905	2758 7	275,870	338 4	33,840
1908	2157 4	215,738	246 6	24,658
Decrease over '95	1029 5	102,951	1992	199,164
Orange County.				
1884	.....	.....	.....	.....
1891	104	10,445	.....	.....
1895	863 5	86,351	178 6	17,855
1900	1179 6	117,960	513 7	51,372
1905	174 8	17,480	574 9	57,490
1908	2101 0	210,100	333 7	33,370
Increase over '95	1237	123,749	155	15,515
Riverside County.				
1884	.....	.....	.....	.....
1891	.....	.....	.....	.....
1895	5964 9	596,488	845 7	84,577
1900	3018 2	301,818	3077 5	307,750
1905	1617 4	161,737	.....	.....
1908	2073 0	207,300	48 0	4,800
Increase	.....	.....	798	79,777
Decrease over '95	3891 9	389,188	.....	.....
San Bernardino County.				
1884	.....	.....	.....	.....
1891	.....	.....	.....	.....
1895	4890	489,000	160	16,000
1900	5900	590,000	300	30,000
1905	8760	876,000	220	22,000
1908	3750	375,000	52	5,200
Decrease over '95	1140	114,000	108	10,800

417 DEFENDANT'S EXHIBIT 47-2.

Year.	Oranges, non-bearing.		Lemons, non-bearing.	
	Acres.	No. trees.	Acres.	No. trees.
San Diego County.				
1884	.....	.....	.....	.....
1891	1620 9	162,098	2489 1	248,916
1895	887 7	88,772	3027 2	302,720
1900	350 0	35,000	1800	180,000
1905	.....	.....	.....	.....
1908	107 5	10,751	293 4	29,348
Decrease over '95	780	78,021	2734	273,372
Santa Barbara County.				
1884	.....	.....	.....	.....
1891	.....	.....	.....	.....
1895	11 8	1,180	841 9	84,190
1900	6 5	655	739 6	73,960
1905	4 9	490	364 8	36,480
1908	3 4	340	316 8	31,680
Decrease over '95	8	840	525	52,510
Ventura County.				
1884	.....	.....	.....	.....
1891	169 7	16,975	24	2,404
1895	242 7	24,272	424 6	42,464
1900	324 5	32,450	371 2	37,120
1905	212 4	21,240	480	48,000
1908	116	11,600	165	16,500
Decrease over '95	126	12,672	259	25,964
Summary.				
1884 (Included in Bearing Report.)			(Included in Bearing Report.)	
1891	6652.5	665,307	2808.3	280,844
1895	16047.5	1,604,755	7716.2	771,628
1900	13973.0	1,397,308	7066.6	706,664
1905	13528.2	1,352,817	1978.1	197,810
1908	10308.3	1,030,829	1455.5	145,556
Decrease over '95	5739.2	573,926	260.7	26,072

Year.	Acres assessed.	Value real estate other than city or town.	Value all real estate.	Value of improvements other than city or town.	Value of all improvements.	Value real estate and improvements.	Total value of all property.
			Los Angeles County.				
1884	1,374,985	14,940,519	.....	2,882,817	.....	28,029,950	36,572,959
1891	1,115,566	18,705,950	47,339,315	2,473,860	14,964,160	71,648,996	82,616,576
1895	1,086,943	21,024,220	51,820,750	3,481,540	20,303,610	72,024,360	84,797,196
1900	1,096,263	18,047,695	57,677,170	3,999,055	26,297,000	83,974,170	100,136,070
1905	686,135	30,519,970	129,177,261	6,353,285	58,491,615	187,668,876	232,610,753
1908	803,647	43,242,945	233,942,560	9,332,820	97,978,475	331,921,035	407,666,294
Increase	.....	22,218,685	182,121,810	5,851,280	77,674,865	259,896,675	322,869,098
Decrease over '95	283,296						
			Orange County.				
1884	.....	.....	.....	.....	.....	.....	.....
1891	427,360	4,374,940	6,142,565	418,360	1,526,465	8,435,933	10,452,296
1895	438,960	5,200,415	6,800,730	825,220	1,864,815	8,665,545	9,691,796
1900	395,151	5,431,285	6,777,025	1,112,245	2,274,230	9,051,255	11,004,468
1905	408,620	6,470,870	8,760,360	1,263,605	3,096,785	11,857,145	14,796,044
1908	445,144	7,850,620	10,908,820	1,854,770	4,064,710	14,973,530	20,213,109
Increase over '95	6,184	2,650,205	4,108,090	1,029,550	2,199,895	6,307,985	10,521,313

Increase over '95....	6,184	2,650,205	4,105,090	1,025,550	2,199,393	5,901,933	10,221,513

Riverside County.

1884.....	.....	.....	.....	.....	.....	.....	.....
1891.....	.....	.....	.....	.....	.....	.....	.....
1895.....	812,967	6,790,808	8,257,621	1,671,597	2,822,069	11,079,690	12,434,080
1900.....	869,712	5,214,841	6,356,287	1,881,434	3,089,874	9,446,161	12,154,013
1905.....	875,368	5,577,239	6,837,456	2,875,906	4,931,605	11,769,061	15,690,599
1908.....	1,112,952	6,980,448	9,096,158	3,636,475	6,342,935	15,439,093	21,874,067
Increase over '95....	299,985	189,640	838,537	1,964,878	3,520,866	4,359,403	9,439,987

Year.	Acres assessed.	Value real estate other than city or town.	Value all real estate.	Value of improvements other than city or town.	Value of all improvements.	Value real estate and improvements.	Total value of all property.
			San Bernardino County.				
1884.....	492,589	2,978,838	.....	698,979	.....	5,521,328	11,628,323
1891.....	653,445	10,622,050	13,924,220	2,205,550	4,373,035	21,041,844	26,875,861
1895.....	471,424	7,275,885	9,186,685	1,900,390	3,568,590	12,755,275	17,617,471
1900.....	505,371	7,317,925	8,557,495	2,222,460	3,519,020	12,076,515	15,974,127
1905.....	468,755	7,206,535	9,261,580	2,582,420	5,539,295	14,800,875	21,575,690
1908.....	631,927	8,542,455	11,168,685	4,161,440	7,557,190	18,725,875	33,040,625
Increase over '95....	160,503	1,266,570	1,982,000	2,261,050	3,988,600	5,970,600	15,423,154
			San Diego County.				
1884.....	1,027,341	2,513,232	.....	236,795	.....	4,551,811	8,763,856
1891.....	1,513,812	8,153,590	19,143,924	827,926	4,854,314	23,498,238	28,850,516
1895.....	1,146,241	6,233,651	16,761,724	741,905	3,834,729	20,596,453	22,301,196
1900.....	1,214,574	4,461,328	11,818,783	1,084,698	4,186,399	16,005,182	20,161,546
1905.....	1,283,480	4,844,062	12,584,740	1,104,461	5,031,031	17,615,771	22,992,109
1908.....	1,310,380	4,696,890	18,635,527	1,092,115	6,817,110	25,452,637	31,447,499
Increase.....	164,139	.....	1,873,803	350,210	2,982,381	4,856,184	9,146,303
Decrease over '95....	.....	1,536,761					

Santa Barbara County.

1884.....	963,991	4,508,880	.....	623,244	.....	6,749,512	8,844,788
1891.....	1,105,665	7,871,087	11,100,062	703,518	2,054,968	14,470,533	16,813,798
1895.....	1,092,750	7,823,525	10,509,765	722,800	2,106,045	12,615,810	14,431,326
1900.....	1,125,705	6,189,373	8,693,275	975,635	2,546,725	11,240,008	13,607,120
1905.....	1,079,802	7,892,744	11,418,859	1,094,055	3,862,655	15,281,514	19,421,664
1908.....	1,085,152	8,949,005	13,060,730	1,252,995	5,113,415	18,174,145	25,380,605
Increase.....	7,598	.....	.....	530,195	3,007,370	5,558,335	10,949,279
Decrease over '95....	.....	1,125,480	2,550,965				

Year.	Acres assessed.	Value real estate other than city or town.	Value all real estate.	Value of improvements other than city or town.	Value of all improvements.	Value real estate and improvements.	Total value of all property.
			Ventura County.				
1884.....	457,603	2,924,023	.....	308,819	.....	3,642,021	4,887,776
1891.....	464,237	4,414,173	5,143,493	407,225	816,599	5,960,092	7,861,975
1895.....	505,063	4,994,232	5,581,426	534,280	1,004,709	6,586,135	7,479,037
1900.....	531,517	4,628,803	5,072,205	637,578	1,276,148	6,348,353	8,455,578
1905.....	575,143	5,144,789	5,858,237	605,615	1,334,220	7,192,457	10,387,331
1908.....	591,967	6,255,443	7,051,690	666,505	1,381,872	8,433,562	13,072,679
Increase over '95....	86,904	1,261,211	1,470,264	132,225	377,163	1,847,427	5,592,642
			Summary.				
1884.....	4,316,509	27,865,492	.....	4,750,654	.....	48,494,622	70,697,647
1891.....	5,280,085	54,141,780	102,793,579	7,036,439	28,089,541	145,055,636	173,471,022
1895.....	6,136,228	59,342,736	108,918,701	9,877,722	35,504,567	144,323,268	168,752,102
1900.....	5,738,293	51,291,250	104,952,240	11,913,105	43,189,396	148,141,639	181,492,922
1905.....	5,377,303	67,656,209	183,898,493	15,879,347	82,287,206	266,185,699	337,474,190
1908.....	5,981,169	86,517,806	303,864,170	21,997,120	129,255,707	433,199,877	553,294,878
Decrease over 1895..	155,059						
Increase over '95....	.....	27,175,070	194,945,469	12,119,398	93,751,140	288,796,609	384,542,776

(Here follows Defendants' Exhibit 49, side page 421.)

CALENDAR YEARS.	DISTRIBUTION BY GATEWAYS.							
	GRAND TOTAL.	EL PASO.		OGDEN.		OTHER.		
		Tons.	% of Grand Total.	Tons.	% of Grand Total.	Tons.	% of Grand Total.
1904.....	211,947	93,960	44	108,758	51	9,229	05
1905.....	224,097	102,453	46	104,869	47	16,775	07
1909 Oranges.	227,810	105,008	46	69,630	31	53,172	23
1909 Lemons.	31,906	15,279	48	7,459	23	9,168	29
1909 Total.....	259,716	120,287	46	77,089	30	62,340	24

(Here follows Defendants' Exhibit 49, side page 421.)

DEFENDANTS' EXHIBIT 49.

Movement of Oranges and Lemons, in Tons, Shipped by Pacific System from California by Gateways to Trans-Continental

DISTRIBUTION TO EASTERN GRO

AT SEABOARD.				PITTSBURG.					CINCINNATI.					S. E. COMMON POINTS.						
Ogden.	Other.	Total.	% of Grand Total.	El Paso.	Ogden.	Other.	Total.	% of Grand Total.	El Paso.	Ogden.	Other.	Total.	% of Grand Total.	El Paso.	Ogden.	Other.	Total.	% of Grand Total.	El Paso	Og
16,268	.....	80,548	38	11,311	12,784	.....	24,095	12	7,682	9,014	.....	16,696	08	1,562	231	.....	1,793	...	8,908	15
36,698	555	69,827	31	12,341	14,300	732	27,373	12	6,765	8,889	610	16,264	08	840	160	14	1,014	...	9,364	15
55,203	11,074	67,737	30	11,329	9,298	3,796	24,423	11	6,320	5,756	1,821	13,897	06	2,163	42	73	2,278	...	11,773	12
769	523	2,573	08	996	773	542	2,311	07	648	493	228	1,369	04	346	14	14	374	01	946	1
55,972	11,597	70,310	27	12,325	10,071	4,328	26,734	10	6,968	2,049	2,049	15,269	06	2,509	56	87	2,652	01	12,719	13

Trans-Continental Freight Bureau Groups.

TO EASTERN GROUPS.

	Chicago.					St. Louis.					Missouri River.					Other.				
% of Grand Total.	El Paso.	Ogden.	Other.	Total.	% of Grand Total.	El Paso.	Ogden.	Other.	Total.	% of Grand Total.	El Paso.	Ogden.	Other.	Total.	% of Grand Total.	El Paso.	Ogden.	Other.	Total.	% of Grand Total.
...	8,908	15,820	47	24,776	12	14,578	6,498	39	21,115	10	3,218	4,028	13	7,259	03	12,420	14,115	9,130	35,665	17
...	9,364	15,856	2,259	27,479	12	12,977	7,691	266	20,934	09	6,571	7,841	527	14,939	07	21,021	13,434	11,812	46,267	21
...	11,773	12,041	5,567	29,381	13	12,098	3,028	1,076	16,202	07	5,971	9,119	3,290	18,380	08	23,894	5,143	26,475	55,512	25
01	946	1,156	591	2,693	09	1,967	713	567	3,247	10	1,408	1,717	1,263	4,388	14	7,687	1,824	5,440	14,951	47
01	12,719	13,197	6,158	32,074	12	14,065	3,741	1,643	19,449	08	7,379	10,836	4,553	22,768	09	31,581	6,967	31,915	70,463	27

A T & S F RAILWAY SYSTEM

COMPARISON OF CALIFORNIA ORANGE AND LEMON RATES WITH FLORI
THE RATE ON LEMONS TO POINTS DESIGNATED FROM CALIFORNIA IS
THE RATES FROM FLORIDA ARE THE SAME ON BOTH

(MILEAGES GIVEN ARE TAKEN OR COMPILED FROM TABLE OF SHORT LINE DISTANCES

FROM - LOS ANGELES, CALIF

TO	MILES		RATE PER 100 LBS CENTS	RATE PER TON-MILE CENTS	MILES
KANSAS CITY	1764	Lemons	100	1 13	1162
		Oranges	115	1 30	
CHICAGO	2217	LEMONS	100	.90	1081
		ORANGES	115	1.04	
ST LOUIS	2080	LEMONS	100	.96	960
		ORANGES	115	1 11	
CINCINNATI	2411	LEMONS	100	.83	825
		ORANGES	115	.95	
DETROIT	2489	LEMONS	100	.80	1094
		ORANGES	115	.92	
BUFFALO	2776	LEMONS	100	.72	1221
		ORANGES	115	.83	
WASHINGTON	2944	LEMONS	100	.68	755
		ORANGES	115	.78	
BALTIMORE	2889	LEMONS	100	.69	848
		ORANGES	115	.80	
NEW YORK	3117	LEMONS	100	.64	982
		ORANGES	115	.74	
PHILADELPHIA	3016	LEMONS	100	.66	890
		ORANGES	115	.76	
BOSTON	3228	LEMONS	100	.62	1240
		ORANGES	115	.71	

EXHIBIT I

A T & S F RAILWAY SYSTEM

F CALIFORNIA ORANGE AND LEMON RATES WITH FLORIDA ORANGE AND LEMON RATES
MONS TO POINTS DESIGNATED FROM CALIFORNIA IS $1.00 AND ON ORANGES $1.15
THE RATES FROM FLORIDA ARE THE SAME ON BOTH COMMODITIES

R COMPILED FROM TABLE OF SHORT LINE DISTANCES GIVEN IN RAND MCNALLY ATLAS FOR 1910)

FROM - LOS ANGELES, CALIF				JACKSONVILLE, FLORIDA		
	RATE PER 100 LBS CENTS	RATE PER TON-MILE CENTS	MILES	RATE PER STD BOX OF 80 LBS CENTS	RATE PER 100 LBS CENTS	RATE PER TON-MILE CENTS
Lemons	100	1 13	1152	71.6	89.5	1.55
Oranges	115	1 30				
LEMONS	100	.90	1081	59.6	74.5	1.38
ORANGES	115	1.04				
LEMONS	100	.96	960	54.	67.5	1.41
ORANGES	115	1 11				
LEMONS	100	.83	825	46.	57.5	1.39
ORANGES	115	.95				
LEMONS	100	.80	1094	59.2	74.	1.36
ORANGES	115	.92				
LEMONS	100	.72	1221	56.5	70.6	1.16
ORANGES	115	.83				
LEMONS	100	.68	755	46.5	58.1	1.54
ORANGES	115	.78				
LEMONS	100	.69	848	46.5	58.1	1.37
ORANGES	115	.80				
LEMONS	100	.64	982	49.5	61.9	1. 26
ORANGES	115	.74				
LEMONS	100	.66	899	47.5	59.4	1.33
ORANGES	115	.76				
LEMONS	100	.62	1240	54.5	68.1	1.10
ORANGES	115	.71				

STATISTICAL DEPARTMENT
CHICAGO, MAR 1, 1910

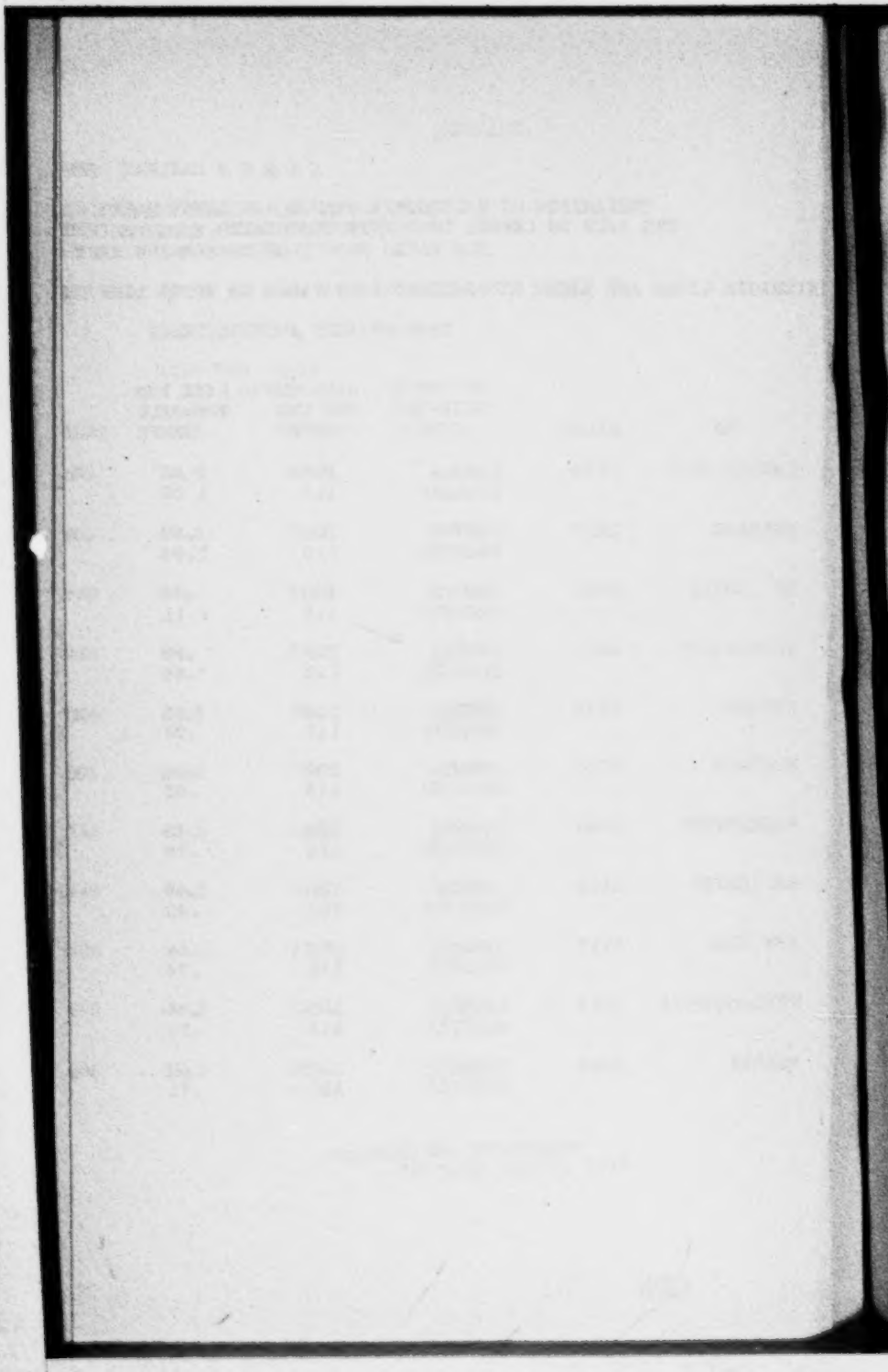

EXHIBIT 2

A T & S F RAILWAY SYSTEM

COMPARATIVE RATES AND REVENUES ON LEMONS FROM PRODUCING POINTS IN CALIFORNIA AND FLORIDA
ON BASIS OF PRESENT TARIFF RATES FROM CALIFORNIA
AND THE ORDER OF THE INTERSTATE COMMERCE COMMISSION EFFECTIVE APRIL 15, 1910

	CALIFORNIA PRODUCT			FLORIDA PRODUCT					
	MILEAGE	RATE PER 100 LBS	REVENUE PER TON MILE	MILEAGE	RATE PER BOX FROM BASE POINTS	RATE FROM AVERAGE PRODUCTION TO BASE POINTS	TOTAL RATE PER BOX	RATE PER 100 LBS	REVENUE PER TON MILE
CHICAGO	2217	$1 00	.902	1081	.53	Barstow	.73	91.25	1.688
INDIANAPOLIS	2298	"	.870	913	.50	to	.70	87.5	1.917
CLEVELAND	2665	"	.750	1069	.53	High	.73	91.25	1.707
MILWAUKEE	2315	"	.864	1163	.55	Springs	.75	93.5	1.608
ST LOUIS	2080	"	.962	960	.50	20	.70	87.5	1.823
COLUMBUS	2510	"	.797	1094	.50	cents	.70	87.5	1.600
MINNEAPOLIS	2298	"	.870	1501	.66	per	.86	107.5	1.426
KANSAS CITY	1764	"	1.134	1152	.62	Box	.82	102.5	1.780
OMAHA	1906	"	1.049	1374	.66	253	.86	107.5	1.565
CEDAR RAPIDS	2103	"	.951	1281	.62	Miles	.82	102.5	1.600

STATISTICAL DEPARTMENT
CHICAGO, ILLINOIS
MARCH 1910

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A. T. & S. F. RAILWAY COMPANY SYSTEM

EXHIBIT S

A T & S F RAILWAY COMPANY SYSTEM EXHIBIT 8

COMPARATIVE RATES AND REVENUES ON ORANGES FROM PRODUCING POINTS IN CALIFORNIA AND FLORIDA
ON BASIS OF PRESENT TARIFF RATES FROM CALIFORNIA
AND THE ORDER OF THE INTERSTATE COMMERCE COMMISSION EFFECTIVE APRIL 15, 1910

	CALIFORNIA PRODUCT			FLORIDA PRODUCT					
	MILEAGE	RATE PER 100 LBS	REVENUE PER TON MILE	MILEAGE	RATE PER BOX FROM BASE POINTS	RATE FROM AVERAGE PRODUCTION TO BASE POINTS	TOTAL RATE PER BOX	RATE PER 100 LBS	REVENUE PER TON MILE
ICAGO	2217	$1.15	1.037	1081	53	"	73	91.25	1.688
DIANAPOLIS	2298	"	1.000	913	50	Barstow	70	87.5	1.917
EVELAND	2665	"	.863	1069	53	to	73	91.25	1.707
LWAUKEE	2315	"	.993	1163	55	High	75	93.5	1.608
LOUIS	2080	"	1.106	960	50	Springs	70	87.5	1.823
LUMBUS	2510	"	.916	1094	50	253	70	87.5	1.600
NNEAPOLIS	2298	"	1.000	1501	66	Miles	86	107.5	1.426
NSAS CITY	1764	"	1.304	1152	62	20 cents	82	102.5	1.780
AHA	1906	"	1.206	1374	66	per	86	107.5	1.565
DAR RAPIDS	2103	"	1.093	1261	62	Box	82	102.5	1.600

STATISTICAL DEPARTMENT
CHICAGO, MARCH 1910

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EXHIBIT 4

A.T. & S.F. RAILWAY SYSTEM

STATEMENT SHOWING SANTA FE PROPORTION OF THROUGH RATE

ON ORANGES AND LEMONS WHEN DESTINED BUFFALO AND NEW YORK

FROM LOS ANGELES, CAL.

(BASED ON TARIFF WRIGHTS)

		THRU RATE	SANTA FE PROPORTION %	SANTA FE PROPORTION AMOUNT	SANTA FE MILEAGE	SANTA FE PROPORTION PER TON-MILE CENTS	EASTERN LINES PROPORTION RATE CENTS	EASTERN LINES PROPORTION EARNINGS PER TON-MILE
BUFFALO	ORANGES	$1.15	85	$.978	2208	.886	.172	.643
	LEMONS	1.00	85	.85	2208	.770	.150	.561
NEW YORK	ORANGES	1.15	75	.863	2208	.782	.287	.629
	LEMONS	1.00	75	.75	2208	.679	.250	.548

NOTE: OUT OF PROPORTION WEST OF MCCOOK $3.00 PER CAR IS ALLOWED TO IND.HAR.BELT.

STATISTICAL DEPARTMENT,

CHICAGO, MARCH 2, 1910.

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EXHIBIT 5

A. T. & S. F. RAILWAY SYSTEM

A.T. & S.F. RAILWAY SYSTEM

RATIO OF FREIGHT RATE TO VALUE (AT CHICAGO) OF CERTAIN TRANSCONTINENTAL COMMODITIES

	RATE PER POUND CALIF. TO CHICAGO CENTS	VALUE PER POUND (AT CHICAGO) CENTS	PERCENT RATE OF VALUE	CHICAGO PRICE BASIS
ORANGES	1.15	4.33	26.6	$3.12 PER BOX
LEMONS	1.00	3.27	30.6	$2.75 PER BOX
CELERY	1.00	2.70	37.0	$590 PER CAR OF 22000 LBS.
GRAPES	1.15	3.84	30.0	$922.50 PER CAR OF 24000 LBS.
TOMATOES	1.00	3.43	29.2	$1.27 PER CRATE
CANNED PEACHES	.85	3.03	28.1	$2.12 PER CASE OF 70 LBS.
REDWOOD SHINGLES	.65	2.27	28.6	$680 PER CAR OF 30000 LBS.
REDWOOD LUMBER	.60	2.50	24.0	$1000 PER CAR OF 40000 LBS.
ASPHALT	.55	1.25	44.0	$1000 PER CAR OF 80000 LBS.

STATISTICAL DEPARTMENT,

CHICAGO, MARCH 3, 1910.

A.T. & S.F. RAILWAY SYSTEM

REVENUE PER TON-MILE ON CITRUS FRUITS

COMPARED WITH REVENUE PER TON-MILE ON ALL FREIGH

FISCAL YEARS 1905 TO 1909, INCLUSIVE

CITRUS FRUITS

	CARS	TONS	TON-MILES	EARNINGS	AVG. HAU MIL
1905	13 309	178 239	353 873 219	3 597 637.00	1
1906	13 073	177 951	335 172 211	3 341 593.00	1
1907	13 088	182 492	360 291 201	3 370 538.00	1
1908	14 200	194 422	380 588 619	3 585 090.00	1
1909	15 848	217 313	430 882 375	3 968 406.00	1

DECREASE SINCE 1905

PERCENT. " " "

STATISTICAL

EXHIBIT 6

A.T. & S.F. RAILWAY SYSTEM

REVENUE PER TON-MILE ON CITRUS FRUITS

ED WITH REVENUE PER TON-MILE ON ALL FREIGHT

FISCAL YEARS 1905 TO 1909, INCLUSIVE

CITRUS FRUITS					ALL FGT
ONS	TON-MILES	EARNINGS	AVG. HAUL MILES	EARNINGS PER TON-MILE BASED ON TARIFF WGTS CENTS	AT&SF AND COAST LINES EARNINGS PER REV. TON-MILE CENTS
78 239	353 873 219	3 597 637.00	1985	1.017	.996
77 951	335 172 211	3 341 593.00	1883	.997	.940
82 492	360 291 201	3 370 538.00	1974	.936	.939
94 422	380 588 619	3 585 090.00	1958	.942	.945
17 313	430 882 375	3 968 406.00	1983	.921	.985
	DECREASE SINCE 1905			.096	.011
	" " "			9.44	1.10

STATISTICAL DEPARTMENT,

CHICAGO, MARCH 3, 1910.

Record of Commodities on which an

	Cars.	Car-miles.
Products of Agriculture:		
Wheat	23,990	7,748,770
Corn	17,081	4,731,437
Flour	25,720	10,828,120
Other mill products	10,974	3,621,420
Hay, straw, and alfalfa	25,881	4,348,008
Cotton	20,008	6,242,496
Potatoes	8,423	4,514,728
Lemons	2,926	5,586,437
Oranges	12,922	25,840,147
Dried Fruits—Transcontinental	1,850	3,929,400
Other fruits	10,341	2,771,388
Other Agri. P'd'cts	43,202	15,875,758
Total	203,318	96,038,109
Products of Animals:		
Cattle and calves	70,460	22,053,980
Hogs	19,026	3,291,498
Other P. H. P.	3,951	3,283,281
Other animal P'd'cts	25,992	13,770,384
Total	119,429	42,399,143
Products of Mines:		
Bituminous coal	77,954	18,777,748
Coke	9,228	3,534,324
Crude oil	16,767	2,364,147
Other mineral products	47,662	11,781,472
Total	151,611	36,457,691
Products of Forests:		
Lbr. timber & box shooks	67,584	29,196,288
Other forest products	26,208	3,904,514
Total	93,792	33,100,802
Manufactures & Miscel.:		
Ref. and mnfg. oils	10,085	3,277,625
Sugar	4,047	3,682,770
Iron pipe	5,907	7,011,600
Bar and sheet metal	3,644	4,259,836
Tire and nails	3,833	3,848,332
Brick	16,510	2,311,400
Cement, plaster, & lime	21,969	6,414,948
Vehicles	3,495	3,197,925
H. H. Gds. and Eng. Mov.	12,516	4,530,792
Beer and other liquors	4,788	3,394,692
Other mnfgrs. & miscel.	82,437	42,840,824
Total	169,231	84,770,753
Total carload freight	737,381	292,766,408
L. C. L. merchandise	226,407	85,154,601
Grand total	963,788	377,921,009

Exhibit 8.

A., T. & S. F. RAILWAY SYSTEM.

odities on which an Excess of $500,000.00 was Earned During Fiscal Year Ending June 30, 1909.

	Car-miles.	Tons.	Net ton-miles.	Gross ton-miles.	Earnings.	Avg. load per car.	Average distance hauled.	Average earnings per car-mile.	Average earnings per net ton-mile.	Average earnings per gross ton-mile.
						Tons.	*Miles.*	*Cents.*	*Cents.*	*Mills.*
90	7,748,770	751,953	242,776,635	382,255,495	$2,176,319	31.34	323	28.0	.896	5.693
81	4,731,437	486,306	134,903,292	220,069,158	1,242,948	28.47	277	26.2	.922	5.652
80	10,828,120	468,003	196,848,165	391,754,325	1,674,004	18.20	421	15.5	.850	4.273
74	3,621,420	198,202	65,449,615	130,635,175	532,139	18.06	330	14.7	.813	4.073
81	4,348,009	291,109	49,035,866	127,300,010	682,618	11.25	168	15.7	1.391	5.362
08	6,242,495	299,061	93,207,638	205,572,506	1,858,602	14.95	312	29.8	1.994	9.041
23	4,514,729	132,470	70,993,032	152,258,136	722,868	15.73	536	16.	1.018	4.747
26	5,586,437	39,470	75,357,715	203,137,092	663,179	13.49	1,909	11.9	.880	3.265
22	25,840,147	177,843	355,524,660	946,355,690	3,305,227	13.76	1,999	12.8	.930	3.493
50	3,929,400	42,044	89,308,901	160,033,101	674,139	22.73	2,142	17.2	.755	4.213
41	2,771,388	145,573	39,070,169	91,726,541	691,859	14.08	268	25.	1.770	7.542
02	15,875,758	942,539	294,212,048	590,291,016	2,899,192	21.81	414	18.3	.985	4.911
18	96,038,109	3,974,633	1,706,682,736	3,601,388,305	17,124,094	19.55	420	17.8	1.003	4.755
30	22,053,980	824,206	258,092,058	721,225,638	3,110,102	11.70	313	14.1	1.205	4.312
26	3,291,498	175,805	30,454,669	99,576,127	598,589	9.23	173	18.2	1.965	6.011
51	3,283,281	59,412	49,379,111	115,044,731	656,101	15.04	831	20.0	1.329	5.703
02	13,770,384	359,443	173,087,857	443,989,916	2,218,889	13.83	530	16.1	1.282	4.998
29	42,399,143	1,418,863	511,013,695	1,379,836,412	6,583,681	11.88	360	15.5	1.288	4.771
54	18,777,748	2,401,182	581,411,902	863,078,122	3,771,150	30.80	242	20.	.649	4.369
28	3,534,324	266,005	102,040,932	155,053,792	700,377	28.82	383	19.8	.686	4.516
67	2,364,147	588,814	34,487,264	125,742,805	958,919	35.12	141	40.6	1.152	7.626
92	11,781,472	1,529,552	418,365,587	565,027,362	2,274,163	32.09	247	19.3	.544	4.024
11	36,457,691	4,785,553	1,136,305,685	1,708,904,081	7,704,609	31.56	237	21.1	.678	4.508
84	29,196,288	1,546,727	668,377,631	1,164,714,527	4,513,764	22.89	432	15.5	.675	3.875
08	3,904,514	586,102	87,095,066	143,063,205	598,388	22.36	149	15.3	.687	4.183
92	33,100,802	2,132,829	755,472,697	1,307,777,732	5,112,152	22.74	354	15.4	.677	3.909
85	3,277,625	248,742	80,873,520	139,870,779	956,216	24.66	325	29.2	1.182	6.836
47	3,682,770	91,977	83,691,076	149,980,936	598,368	22.73	910	16.2	.715	3.989
97	7,011,609	136,063	161,490,363	273,676,107	1,051,387	23.03	1,187	15.	.651	3.841
44	4,259,838	96,460	112,728,380	189,405,428	778,770	26.47	1,169	18.3	.690	4.111
33	3,848,332	82,213	82,558,405	151,828,381	765,140	21.45	1,004	19.9	.927	5.039
10	2,311,409	538,335	75,483,441	117,088,641	575,896	32.61	140	24.9	.763	4.918
89	6,414,948	541,380	158,020,341	273,487,751	1,250,826	24.64	292	19.5	.792	4.573
05	3,197,925	32,116	29,378,856	86,941,506	548,372	9.19	1,915	17.1	1.867	6.307
16	4,530,792	154,391	48,647,959	130,202,215	702,248	10.74	362	15.5	1.444	5.393
88	3,394,662	70,190	49,733,306	110,837,762	590,521	14.66	709	17.4	1.187	5.327
37	42,840,824	1,770,310	829,336,386	1,565,356,383	6,960,127	21.47	519	16.2	.839	4.446
31	84,770,753	3,742,177	1,711,942,042	3,188,675,889	14,777,890	22.11	501	17.4	.863	4.634
81	292,766,496	16,054,055	5,821,416,855	11,156,642,419	51,302,416	21.77	397	17.5	.881	4.596
97	85,154,601	1,166,542	438,755,821	1,971,538,639	12,910,222	5.15	376	15.2	2.942	6.548
88	377,921,096	17,220,597	6,260,172,676	13,158,181,058	64,212,638	17.87	392	17.0	1.026	4.880

STATISTICAL DEPARTMENT.

A. T. & S. F. RAILWAY SYSTEM

COMPARISON BETWEEN STANDARD REFRIGERATOR CARS AND STANDARD BOX CARS

	LAST LOT 40 FT. SFRD CARS (SERIES 6701-7200)	LAST LOT 36 FT. STANDARD BOX CARS (SERIES 33101-35600)
ORIGINAL COST	$ 1419.63	$ 1124.11
CUBIC FEET LOADING CAPACITY	1910.	2448.
COST PER CUBIC FOOT CAPACITY	0.74	0.46
MAXIMUM LOADING CAPACITY - LBS.	60000	70000
TARE (OR LIGHT) WEIGHT	49500	37500
TARE WEIGHT IN POUNDS PER CUBIC FOOT OF CAPACITY	25.9	15.3
TARE WEIGHT IN POUNDS PER TON OF LOADING CAPACITY	1650	1071

STATISTICAL DEPARTMENT,

CHICAGO, MARCH 3. 1920.

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A. T. & S. F. RAILWAY SYSTEM

COMPARISON OF AVERAGE S. F. R. D. CAR WITH BOX CAR OF SAME CUBICAL CAPACITY

SHOWING DISPARITY IN TARE WEIGHTS

	AVERAGE CUBIC LOADING CAPACITY CU. FT.	AVERAGE TARE WEIGHT LBS.
AVERAGE S. F. R. D. CAR	1894	39803
BOX CAR OF THE SAME CUBIC LOADING CAPACITY (SERIES 16253-17642-1174 CARS)	1889	30463
S. F. R. D. CAR EXCESS TARE WEIGHT		9340 = 4.65 TONS

STATISTICAL DEPARTMENT,

CHICAGO, MARCH 3, 1910.

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EXHIBIT 12

EXHIBIT 12

A. T. & S. F. RAILWAY SYSTEM

STATEMENT OF MILEAGE MADE BY S. F. R. D. CARS

YEARS ENDING JUNE 30, 1909

(EXCLUDING S. F. P. & P. ACCOUNT NOT OBTAINABLE)

	EASTBOUND LOADED	EASTBOUND EMPTY	WESTBOUND LOADED	WESTBOUND EMPTY	TOTAL	RATIO OF EMPTY WESTBOUND TO LOADED EASTBOUND	SFRD CAR-DAYS	AVERAGE MILES PRR CAR-DAY
LINES	18 704 201	1 697 349	14 446 117	5 896 839	40 744 506	31.53	569 400	71.5
& S. F.	23 024 056	1 968 358	23 333 096	3 955 186	52 280 696	17.18	905 565	57.7
. & E. RY. SYS.	1 838 527	85 491	1 162 621	469 052	3 555 691	25.52	47 450	74.9
& S. F.	519 847	625 142	818 488	126 948	2 090 430	24.42	70 445	29.6
TOTAL	44 086 631	4 376 345	39 760 322	10 448 025	98 671 323	23.70	1 592 860	61.9

STATISTICAL DEPARTMENT,

CHICAGO, MARCH 1, 1910.

020

EXHIBIT 18

A.T. & S.F. RAILWAY SYSTEM

REVENUE & COMPANY NET TON-MILES MAIN LINE ONLY

DIVISIONS CHICAGO TO LOS ANGELES VIA CLOVIS

JULY TO DECEMBER 1909, INCLUSIVE

DIVISION	REVENUE	COMPANY	TOTAL	PERCENT OF TOTAL NET TON-MILES TO REVENUE TON-MILES
				%
ILLINOIS	213 814 066	55 199 941	269 014 007	125.82
MISSOURI	201 652 977	42 060 937	243 713 914	120.86
EASTERN	187 072 366	21 097 757	208 170 123	111.28
MIDDLE	193 002 893	34 569 511	227 572 404	117.91
PAN HANDLE	153 334 699	18 861 962	172 196 661	112.30
S.K.T. & E.RY.NM	173 128 504	21 201 117	194 329 621	112.24
RIO GRANDE	162 862 574	51 533 802	214 396 576	131.64
ALBUQUERQUE	360 666 046	63 993 633	424 659 679	117.74
ARIZONA	338 560 574	94 294 325	432 854 899	127.85
LOS ANGELES	97 811 648	13 403 640	111 215 288	113.70

STATISTICAL DEPARTMENT,

CHICAGO, MARCH 3, 1910.

435

COST PER REVENUE GROSS TON-MILE

MAIN LINE CHICAGO TO LOS ANGELES BY DIVISIONS

YEAR ENDING JUNE 30, 1909

MAIN LINE DIVISIONS	COST PER TOTAL GROSS TON-MILES (FORM 559) MILLS	PERCENT OF TOTAL NET TON-MILES TO REVENUE TON-MILES (EXHIBIT 13) %	COST PER REVENUE GROSS TON-MILE (INCLUDING PROPN EMPTY MILEAGE) MILLS
ILLINOIS	1.506	125.82	1.895
MISSOURI	1.627	120.86	1.966
EASTERN	1.337	111.28	1.488
MIDDLE	1.676	117.91	1.976
PANHANDLE	2.441	112.30	2.741
SW.T. & E.RY.N.M.	2.728	112.24	3.062
RIO GRANDE	1.863	131.64	2.453
ALBUQUERQUE	1.558	117.74	1.834
ARIZONA	1.508	127.85	1.928
LOS ANGELES	2.975	113.70	3.383

STATISTICAL DEPARTMENT,

CHICAGO, MARCH 5, 1910.

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DEFENDANT'S EXHIBIT 51.

San Pedro, Los Angeles and Salt Lake Railroad Company,

Traffic Department.

Fred A. Wann, General Traffic Manager.

LOS ANGELES, CAL., —— —, ——.

In reply refer to file No. —.

Statement of Products Hauled for 4 Years to June 30, 1909.

Year.	Commodity.	Tons.	Per ct.	Earnings.	Av. dist.	Rate ton mile.
1906	Agriculture	137,219	10.1	$488,929.80	283.	1.257
1907	"	160,674	9.9	764,617.42	418.	1.138
1908	"	173,216	10.5	757,299.46	411.	1.063
1909	"	208,210	11.9	1,081,986.44	479.	1.085
1906	Animals	30,564	2.3	118,700.21	234.	1.658
1907	"	50,985	3.1	217,696.48	254.	1.678
1908	"	65,704	4.	317,955.35	300.	1.612
1909	"	64.102	3.5	296,212.72	269.	1.716
1906	Mines	550,901	40.6	772,677.62	104.	1.350
1907	"	746,471	45.8	907,524.57	94.	1.289
1908	"	736,772	44.9	990,415.13	111.	1.209
1909	"	863,268	48.4	931,472.63	90.	1.199

18—61

THE UNITED STATES.

270

Year.	Commodity.	Tons.	Per ct.	Earnings.	Av. dist.	Rate ton mile.
1906	Forest	351,730	25.9	356,765.79	54.	1.870
1907	"	350,011	21.5	499,618.51	80.	1.795
1908	"	336,143	20.5	451,518.37	63.	2.125
1909	"	332,759	18.5	422,132.20	43.	2.951
1906	Manufactures	178,068	13.	560,081.30	327.	0.964
1907	"	205,115	12.6	1,002,684.13	488.	1.002
1908	"	221,911	13.5	1,120,279.59	493.	1.023
1909	"	214,024	12.	992,745.18	419.	1.106
1906	Commodities	109,737	8.	534,678.14	128.	3.811
1907	"	117,838	7.2	826,194.48	161.	4.348
1908	"	107,111	6.5	788,229.72	214.	3.439
1909	"	102,633	5.7	707,889.20	181.	3.805
1905	Totals	1,146,604		$1,540,197.94	96.	1.401
1906	"	1,358,219		2,831,832.67	143.	1.455
1907	"	1,631,094		4,218,335.59	182.	1.418
1908	"	1,640,857		4,425,697.62	199.	1.355
1909	"	1,784,996		4,432,438.37	178.	1.393

DEFENDANT'S EXHIBIT 52.

San Pedro, Los Angeles and Salt Lake Railroad Company. Traffic Department.

Fred A. Wann, General Traffic Manager.

In reply refer to file No. —A.

LOS ANGELES, CAL., *March* 29, 1910.

Citrus Fruit Shipments 1906 *to* 1910.

	1906-7.			1907-8.			1908-9.		
	Oranges.	Lemons.	Daily average.	Oranges.	Lemons.	Daily average.	Oranges.	Lemons.	Daily average.
Nov.	16	....	..	19	14	1	4	30	1
Dec.	97	....	3	61	13	2	102	11	3
Jan.	232	....	7	151	31	6	157	23	5
Feb.	243	....	8	239	41	10	359	45	13
Mar.	41	....	1	592	28	20	687	83	24
Apr.	199	....	7	760	44	27	1573	177	58
May	617	....	20	510	81	19	644	132	25
June	316	....	10	259	76	11	574	114	22
July	57	....	2	74	42	4	217	105	10
Aug.	37	....	1	80	32	3	143	35	5
Sept.	15	....	..	20	18	1	197	20	7
Oct.	19	....	..	7	26	1	73	22	3
	1889			2772	446		4730	797	

	1909-10.		
Nov.	16	27	1
Dec.	77	44	3
	93	71	

Did not separate Oranges and Lemons for Season 1906-7.

446 EXHIBIT TO RECORD BEFORE I. C. C.

Interstate Commerce Commission, Washington.

United States Commerce Court. Filed Apr. 15, 1912. G. F. Snyder, Clerk.

I, John H. Marble, Secretary of the Interstate Commerce Commission, do hereby certify that the papers hereto attached are true copies of complainants' exhibits Nos. 66, 67, 68 and 69, and of defendants' exhibits Nos. 54, 55, 56, 57, 58 and 59, filed as a part of the testimony taken at the hearing on April 22, 1910, at Chicago, Illinois, in the case of Arlington Heights Fruit Exchange and others against Southern Pacific Company and others, the originals of which are now on file and of record in the office of this Commission.

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of the Commission, this 15th day of April, 1912.

[Seal Interstate Commerce Commission, 1887.]

JOHN H. MARBLE, *Secretary.*

447 COMPLAINANTS' EXHIBIT 66.

Copy.

CHICAGO, *July* 2, 1908.

Mr. J. S. Leeds, Manager Santa Fe Refrigerator Despatch Company, Chicago.

DEAR SIR: Referring to the two contracts, dated July 1, 1902, between The Atchison, Topeka, and Santa Fe Railway Company and the Santa Fe Refrigerator Despatch Company, under the terms of which

(*a*) The Atchison Company leases to the Despatch Company certain refrigerator cars; and

(*b*) The Despatch Company covenants to provide sufficient refrigerator cars for the transportation of perishable freight on Atchison System lines:

For reasons of which you are advised, it is deemed best to modify the arrangements between the two companies as reflected by these documents, effective July 1, 1908, and the modifications agreed upon are briefly outlined as follows:

Atchison System lines will hereafter pay to the Despatch Company, for use of the refrigerator cars furnished by it, the customary rates of mileage or per diem generally paid by railroads for the use of cars of like character; bills against the railway companies for mileage or per diem earned to be rendered monthly.

448 The Despatch Company shall pay, in addition to the rental of five per cent per annum on the value of the cars as heretofore established, an amount to cover the depreciation of

these cars, figured at the rate of five per cent per annum on the value thereof as established by the railway company under the requirements of the rules of the Interstate Commerce Commission, which depreciation shall be paid monthly to the owners of the cars. The depreciation fund so created by the payments made by the Despatch Company shall be available to the Despatch Company in defraying the cost of rebuilding any of the refrigerator cars which may be destroyed and for the renewal of which the Despatch Company is responsible.

The Despatch Company will maintain and renew when necessary all of the cars leased to it, and when a car is destroyed there will be no waiver of rental by the railway company from the time of such destruction until the time of renewal. On the contrary, when a new car is placed in service to replace an old car destroyed, there will be no increase in the valuation on which the annual rental is made by reason of the increased value of that car over the old one.

It seems unnecessary to execute a supplemental contract covering this revised understanding, and this letter will constitute a modification of the agreement and in your operations from and after July 1st, 1908, you will be governed accordingly.

Please acknowledge receipt, and say if the matter is properly understood.

Yours truly,
(Signed) E. P. RIPLEY.

83251.

449 (COMPLAINANTS' EXHIBIT No. 66.)

(Copy.)

Secretary's Contract No. 17794.

Indenture, made this 1st day of July, A. D. 1902, between the Atchison, Topeka and Santa Fe Railway Company, a corporation organized under the laws of the state of Kansas (hereinafter called the "Railway Company"), party of the first party, and the Santa Fe Refrigerator Despatch Company, a corporation organized under the laws of the State of Kansas (hereinafter called the "Despatch Company"), party of the second part, Witnesseth:

That said Railway Company, in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Despatch Company, has leased and let, and by these presents does lease and let, unto the said Despatch Company those certain cars designated and numbered upon the Schedule hereto attached, marked Schedule "A" and made a part hereof.

To hold and use the said cars with the rights thereto belonging by said Despatch Company from said first day of July, 1902, for and during the full term of ten (10) years thereafter; Subject,

However, to the general mortgage and adjustment mortgage
450 and all other mortgages heretofore executed by said Railway Company, and to the provisions in said mortgages contained.

In the event that any of said cars so leased, or which may hereafter be subject to this indenture, shall be destroyed or rendered wholly unfit for use without the fault or negligence of the Despatch Company, said Railway Company shall, with all convenient dispatch, and after being paid, as hereinafter provided, for the value of the car or cars, of the latest improved pattern, to be built or purchased, and cause the same to be delivered to the Despatch Company to replace the car or cars that may have been destroyed, and the same shall thereupon become subject to the terms and provisions of this indenture.

On consideration of the aforesaid leasing and of the aforesaid agreement of the Railway Company, the Despatch Company, for itself its successors and assigns, covenants and agrees to and with said Railway Company, its successors and assigns, as follows:

1. To pay as rent for said leased cars annually during the period of this lease, a sum equal to five per cent (5%) of the value of said cars, less depreciation at the date of this lease, a sum
451 equal to five per cent (5%) of the value of said cars, less depreciation at the date of this lease as figured under Master Car Builders Association Rules, the value of each of said cars less such depreciation having been fixed by the parties hereto and amounting in the aggregate to Two Million, One Hundred and Sixty-four Thousand, Eight Hundred and Fifty-two and Twenty-seven Hundredths Dollars (2,164,852.27), but should any of said cars be destroyed or rendered useless without the fault of the Despatch Company, such amount shall be deducted from the aforesaid rental as shall be equivalent to interest at the rate of five per cent (5%) per annum upon the value of such car or cars based upon Master Car Builders Association Rules at the time of such destruction, and from the date of such destruction until a new car or cars of like kind and character shall be substituted therefor by said Railway Company under the terms of this lease; and upon such substitution rental shall be payable thereon at the rate of five per cent (5%) per annum upon the value of such substituted car or cars during the remaining period of this lease, less depreciation as figured under Master Car Builders Association Rules.

2. To list and return for assessment or taxation the cars
452 which may be subject to this lease in accordance with law in all states and territories, where it may be necessary to do so, and to pay all taxes levied or assessed upon said cars or which may be chargeable against the same during the period of this lease, and to do all other things which may be required by law in connection with the taxation of such equipment.

3. To reimburse said Railway Company for all sums expended by it in insuring or keeping said cars insured and in repairing or keeping the same in good order.

4. To assume and promptly pay the cost of all repairs for which

car owners may be responsible under the Code of Rules of the Master Car Builders Association.

5. To assume and promptly pay the cost and expense of all repainted, renewals and replacements of parts of cars made necessary on account of general worn out condition due to age or decay.

6. To keep said cars in good condition and see that they are properly cared for.

7. To make bills against parties responsible therefor and collect the same for the value of any and all cars destroyed and for the amount of damage done to any car by unfair or negligent
453 use thereof, derailment or accident, or for improper repairs made for which railroad companies handling cars of other companies are responsible under Master Car Builders Association Rules, and to promptly pay the amount so collected to said Railway Company in order that the same may be used by it to rebuild or pay for new refrigerator cars of the latest improved pattern, to replace those which may have been destroyed, to the end that the number of cars in the service of the Despatch Company may be kept complete so far as funds collected from destroyed cars will permit.

8. On the expiration of the terms of this lease, or sooner if terminated as hereinafter provided, to return and deliver all of the cars then subject to the provision of this lease to the custody, possession and control of the Railway Company in the same good order and condition in which they may have been received by the Despatch Company and not replaced by the Railway Company.

Should the Despatch Company neglect or refuse to comply with any of its foregoing covenants within twenty (20) days after request therefor by the Railway Company, or should said Despatch Company do or suffer to be done anything which may cause the loss or destruction of any of said cars, or impair the title
454 of the Railway Company hereto, then said Railway Company may, at its option, forthwith resume and take possession of all of the cars subject to this indenture, and the rights of said Despatch Company hereunder shall in respect to such cars be forthwith terminated, such termination to be without prejudice to any other remedies in favor of said Railway Company.

In witness whereof, the parties hereto have executed this instrument, in duplicate, the day and year first above written.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,

(Signed) By E. P. RIPLEY, *Its President.*

THE SANTA FE REFRIGERATOR DESPATCH COMPANY,

(Signed) By J. S. LEEDS, *Its Manager.*

455 (Copy.)

Secretary's Contract No. 17795.

Agreement, made this 1st day of July, 1902, between The Atchison, Topeka and Santa Fe Railway Company, on behalf of itself and all other Companies embraced in what is known as the Atchison, Topeka and Santa Fe Railway System, of the first part, and The Santa Fe Refrigerator Despatch Company, of the second part, Witnesseth:

That it is mutually agreed between the parties hereto as follows:

1. The Despatch Company shall furnish and supply a sufficient number of ventilated refrigerator cars of the latest improved pattern, not less than four thousand (4,000) and suitable for the safe transportation of all perishable freight originated on or delivered to the lines of railway in said System, such cars to be furnished to said companies in said System when requested without any charge for mileage while being transported over any of the railway lines in said System.

2. Said Despatch Company shall solicit and secure in the interest of the different railway companies in the System as against other refrigerator and private car lines, as far as practicable, all classes of perishable freight to be transported by the different railway companies in said System over their respective lines, as the case may require.

3. The Despatch Company shall attend to the refrigeration of said refrigerator cars which may contain such perishable
456 freight, and attend to the proper icing of said cars while so loaded or in transit, charging and collecting therefor from the shipper of such freight a charge which shall in all cases be reasonable and as low as those made by any other competing line for a like service. Tariffs for such refrigeration or icing charges shall be made and issued by said Despatch Company and furnished to the agents of the railway companies in said System wherever required.

4. The Despatch Company shall pay for all the ice used in the refrigeration and preservation of all perishable freight handled in said cars carrying a refrigeration charge, and it shall purchase from the respective railway companies in said System all the ice which may be required at points where such company may have a supply of ice and is prepared to furnish it; such ice in such case shall be furnished by such railway at actual cost, which shall include the cost of handling, shrinkage, and transportation where such may be involved, but the rate for such transportation shall not exceed the price charged for the transportation of company material for a similar haul, and the net price to the Despatch Company shall not be greater than the price at which such ice can be obtained in such locality in the open markets or from other dealers.

5. The railway companies in the System shall furnish such free

transportation over their respective lines to employés of the Despatch Company as shall be designated by the Manager thereof, and also such free telegraph service over the wires of such railway company or companies as the proper conduct of the business covered by this agreement may require.

457 6. The Despatch Company shall pay all just and reasonable claims for overcharges in refrigeration charges which may have been collected, and protect and hold harmless the Railway Company against claims therefor, as well as against claims arising out of the fault or neglect of the Despatch Company, or its agents, in respect to the refrigeration or icing of said cars containing perishable freight.

7. The railway companies in the System shall cause their respective agents to render such reports to the Despatch Company as may be required for the proper conduct of the business, and said Despatch Company shall render such reports and information to the different railway companies in the System as may be requested by them relative to the conduct of such business and the moving and handling of such perishable freight.

8. Instructions concerning the refrigeration of perishable freight in the cars furnished by said Despatch Company or other refrigerator car on said System Lines, and also tariffs showing refrigeration charges or cost of icing, shall be issued by the Manager of the Despatch Company and given to the agents of the various railway companies in said System, so far as applicable to the respective company in such System.

The Despatch Company shall not, however, undertake to bind any railway company in said System to transport any such freight beyond its own line or beyond some other line embraced in said System.

458 This agreement shall continue in force and effect until terminated by either party hereto giving the other party six (6) months' written notice of its intention to terminate the same, but such termination shall not relieve any party hereto from any liability which may have attached at or before such termination or from any obligation of indemnity herein contained.

In witness whereof, the parties hereto have executed this instrument, in duplicate, the day and year first above written.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,

(Signed) By E. P. RIPLEY, *Its President.*

THE SANTA FE REFRIGERATOR DESPATCH COMPANY,

(Signed) By J. S. LEEDS, *Its Manager.*

East Highlands Station, Seal "4 H."

L. A. No.	Car No.	Destination.	Other remarks.	
1-88-16524-7/17-2308-Kan. C'y		.....		1000 No.
2-84-14115-5/25-1557-Providence			1 tank 1/4 full 1 tank 1/2 full	
3-70-13605-5/18-2512-Boston-Chicago			1 b'x 1/2 full—other b'x 1/4 full.	
4-87-14258-5/27-4321-St. Paul			1/2 full (1 chunk)	
5-81-14041-5/23-5355-St. Paul			3/4 (1 chunk)	
6-83-14114-5/25-5701-St. Louis-Cairo			3/4 full	
7-82-14043-5/23-3693-Jersey-New York			1/2 full	
8-79-13989-5/22-1709-Jersey C'y-New York			1/2 full.	
9-77-13908-5/21-2613-Jersey C'y-New York			1/4 full.	
10-80-13990-5/22-3942-Boston			1/3 full	
11-86-14259-5/27-4730-Cleveland.			1/2 full	
12-71-13696-5/19-5152-St. Louis-Cairo			3/4 full, 2 vents sealed "4 H"	
13-85-14177-5/26-4232-Chicago			2/3 full	
14-78-13909-5/21-2105-Cleveland			1/2 full	
15-69-13604-5/18-4107-St. Paul			3/4 full, looks like reiced	
16-59-13146-5/12-375-Phila.-Cleveland			.....	abt. 100 No.
17-73-13698-5/19-1774-Jersey-New York			1/4 full	
18-72-13697-5/19-2953-Des Moines			4/5 full	
19-75-13770-5/20-4713-Cleveland-N. Y.			1/2 full	
20-67-13403-5/15-5296-Jersey C'y-N. Y.			1/4 full	
460				
21-64-13241-5/13-6112-Jersey C'y			1/4 full	
22-65-13332-5/14-2773-Jersey C'y			1/4 full	
23-63-13240-5/13-1731-Boston			.....	1000 No.

24-68-13404-5/15-5588-Albany-Bost.-Buffalo	1/2 full	
25-55-12748-5/7-4452-Phila.	1/2 full (Lemons)	
26-76-13771-5/20-4671-Kan. C'y-Boston	.....	6500 No.
27-74-13769-5/20-4736-Chicago	1/2 full	
28-62-13239-5/13-3425-Cleveland	1/2 full, 3 vents sealed "4 H"	
29-61-13148-5/12-4542-Jersey C'y	1/4 full	
30-60-13147-5/12-1529-Jersey C'y	1/4 full	
31-79-13910-5/21-4437-Kans. C'y-N. Y.	.....	7000 No.
33-57-12849-5/8-1427-Cleveland	1/3 full	
34-66-13333-5/14-6131-Chicago	2/3 full	
35-56-12749-5/7-5741-Jersey C'y-N. Y.	1/4 full	
36-50-12008-4/28-5942-Canton-Cleveland	1/3 full, Ventilated, Pre-cool.	
37-44-11402-4/20-5576-Providence	2/3 full	
38-54-12459-5/4-6541-Jersey C'y-N. Y.	1/4 full	
39-53-12458-5/43602-St. Paul	3/4 full Solid Chunks	
40-45-11626-4/22-5311-Seattle	1/2 full	
41-13-10232-4/6-5309-Providence	1/3 full	
42-47-11903-4/27-3913-Jersey C'y-N. Y.	1/4 full	
43-51-12079-4/29-1521-St. Paul	2/3 full Solid Chunks 2 vents sealed "4 H."	

461

44-49-12007-4/28-3324-Boston	3/4 full	
45-52-12080-4/29-4781-Chicago-N. Y.	7/8 full (?)	
46-43-11401-4/20-17908-Jersey C'y	1/4 full	
47-48-11904-4/27-5504-Des Moines-Burl'n	4/5 full	
48-40-11315-4/18-2004-St. Paul	4/5 full, 3 vents sealed "4 H"	
49-46-11902-4/27-5458-St. Louis	3/4 full	
50-41-11316-4/18-5088-Boston	2/3 full	
51-37-11169-4/17-1863-Syracuse-Buffalo	2/3 full, 2 vents sealed "4 H"	
52-42-11400-4/20-3234-Cleveland	2/3 full	

L. A. No. Car No. Destination.	Other remarks.
53-39-11172-4/17-4331-Jersey C'y	1/4 full
54-36-11152-4/16-1241-Jersey C'y	1/4 full
55-12-10231-4/6-4356-Toronto-Lon.-Bflo.	No Report
56-34-10878-4/14-17484-Jersey C'y	1/4 full
57-45-11403-4/20-4199-St. Louis	full
58-33-10977-4/14-2090-St. Paul	3/4 full, Solid Chunks
59-31-10728-4/11-17492-Cleve.-St. Louis	1/3 full
60-32-10802-4/11-4578-Cleveland	1/3 full
61-23-10408-4/8-16105-Boston	1/2 full
62-38-11171-4/17-4721-St. Louis	3/4 full, 2 vents sealed "4 H"
63-35-11151-4/16-5914-Chicago	7/8 full
64-4-1/2-10033-4/3-1411-Albany-London, Ont.	.....
65-28-10610-4/10/3684-Boston	1/3 full
462	
66-21-10406-4/8-16684-Milwaukee	3/4 full
67-17-10305-4/7-18883-Jersey C'y	1/2 full
68-22-10407-4/8-21823-Milwau.-St. Louis	2/3 full
69-25-10524-4/9-22098-Pittsburgh	7/8 full
70-26-10526-4/9-18659-Jersey C'y	1/2 full
71-20-10405-4/8-730-Buffalo-Wellsville	1/2 full, 2 vents sealed "4 H"
72-30-10726-4/10-21734-St. Paul	1/2 full
73-27-10609-4/10-4402-St. Louis	3/4 full
74-15-10303-4/7-16991-St. Paul	3/4 full
75- 8-10118-4/4-22649-St. Paul	3/4 full
76- 6-10036-4/3-1931-Jersey City	1/2 full
77-12-10230-4/6-3142-Auburn-Syracuse	No ice report
78-24-10523-4/9-6586-Chicago	3/4 full
79-29-10611-4/10-4714-Chicago	2/3 full, 2 vents sealed "4 H"

80- 4- 9665-3/31-4102-Phila.-N. Y.	7/8 full
81- 9-10119-4/4-4099-Albany-Schenectady	1/2 full
82-10-10120-4/4-4916-St. Louis	3/4 full
84- 7-10048-4/1-17596-St. Louis	2/3 full
85- 3- 9561-3/30-3459-Jersey C'y,-N. Y.	3/4 full, 2% lock, 2% belts
86- 1- 9926-4/2-18588-Milwaukee	1/2 full
87-11-10121-4/4-1766-Des Moines	3/4 full
88-14-10233-4/6-942-St. Louis	3/4 full

463

89-16-10304-4/7-4689-St. Louis	1/2 full
90- 5-10034-4/3-1459-Chicago	3/4 full, 1 side-1/2 full other side
91- 2- 9927-4/2-16148-Des Moines	7/8 full

This record shows in 86 cars reported-average ice was 4660 No. 1/2 full 8 cars with 2 or more vents seals unbroken showing they were not reiced. 5 cars ice in solid chunks showing they were not reiced.

464 (COMPLAINANTS' EXHIBIT No. 68.)

List of P. F. E. cars loaded with citrus fruits moving over the Southern Pacific Company or San Pedro, Los Angeles & Salt Lake Railroad and destined beyond Chicago, showing car number, leaving time, time of delivery to Indiana Harbor Belt Railroad for delivery to Eastern connecting line, and running time.

All cars arriving at I. H. B. Connecting points on each Monday from January 11th, 1909, to April 26th, 1909, and from December 6th, 1909, to April 11th, 1910, have been taken.

Cars are loaded and ready for shipment and are hauled from the packing houses between 2.00 P. M. and 6.00 P. M., but the time in transit is computed from the time that cars leave Colton, which is averaged at 12.00 midnight on the date of loading.

Car No.	Initial.	Date shipment.	Point of origin.	Del'd to IHB RR. Date.	Del'd to IHB RR. Time.	Running time. Hours.	Running time. Min.
2239	PFE	1/2/09	Redlands	1/10/09	5:30 A.M.	173	50
4295	"	"	Pomona	"	"	173	50
466	"	"	Highgrove	"	"	173	50
103	"	"	Riverside	"	"	173	50
855	"	"	Covina	"	"	173	50
1453	"	"	Duarte	"	"	173	50
1874	"	"	Pomona	"	1:50 P.M.	181	50
465							
1576	PFE	1/1/09	Leffingwell	1/10/09	1:50 P.M.	205	50
5691	"	1/2/09	Pomona	"	"	181	50
6101	"	"	Leffingwell	"	"	181	50
1438	"	1/6/09	Porterville	1/18/09	7:00 A.M.	271	..
433	"	1/12/09	San Barbara	1/25/09	4:50 A.M.	292	50
3380	"	1/16/09	Arroyo	"	5:40 A.M.	197	40
622	"	1/18/09	Covina	"	11:45 P.M.	167	45
1058	"	"	Redlands	"	"	167	45
1108	"	"	Charter Oak	"	11:50 P.M.	167	50
4647	"	"	Redlands	"	"	167	50
3372	"	1/30/09	Arroyo	2/8/09	1:15 A.M.	193	15
6316	"	"	Highgrove	2/7/09	10:30 P.M.	190	30
1264	"	"	"	"	"	190	30
5844	"	2/6/09	Narod	2/15/09	2:35 A.M.	194	35
6557	"	2/15/09	Pomona	2/22/09	3:00 P.M.	159	..
480	"	"	Covina	"	"	159	..
809	"	"	"	"	"	159	..
6257	"	"	"	"	"	159	..
2912	"	"	Pomona	"	"	159	..
1219	"	"	Colton	"	"	159	..
466							
1354	PFE	2/15/09	Colton	2/22/09	3:00 P.M.	159	..
3006	"	"	Lateen Spur	"	"	159	..
1426	"	"	Alhambra	"	"	159	..
2554	"	"	Duarte	"	"	159	..
3276	"	"	Pomona	"	"	159	..
4689	"	"	"	"	"	159	..
4728	"	"	Charter Oak	"	"	159	..
5565	"	"	"	"	"	159	..
3597	"	2/13/09	Fillmore	"	"	207	..

Car No.	Initial.	Date shipment.	Point of origin.	Del'd to IHB RR. Date.	Del'd to IHB RR. Time.	Running time. Hours.	Running time. Min.
4796	PFE	2/18/09	Bloomington	3/1/09	10:50 A.M.	250	50
2552	"	2/27/09	Redlands	3/8/09	7:30 A.M.	199	30
2199	"	"	Riverside	"	"	199	30
6143	"	"	Highgrove	"	"	199	30
712	"	"	Lindsay	"	2:30 P.M.	204	30
578	"	"	Highgrove	"	"	204	30
5549	"	"	Lindsay	"	"	204	30
3582	"	3/1/09	Duarte	"	11:50 P.M.	167	50
6505	"	"	Duarte	"	"	167	50
884	"	"	Covina	"	"	167	50
2120	"	3/13/09	Ontario	3/22/09	10:30 A.M.	202	30
467							
621	PFE	3/13/09	Narod	3/22/09	10:30 A.M.	202	30
1053	"	"	Whittier	"	"	202	30
54	"	3/12/09	Nordhoff	"	"	226	30
4906	"	3/13/09	Ontario	"	1:33 P.M.	203	33
5976	"	3/12/09	Covina	"	10:00 A.M.	226	..
3102	"	4/3/09	Duarte	4/12/09	4:40 A.M.	196	40
5604	"	"	Highgrove	"	"	196	40
214	"	"	Narod	"	11:30 A.M.	203	30
5359	"	"	Ontario	"	"	203	30
1808	"	"	Concrete	"	"	203	30
1946	"	"	Ontario	"	4:40 A.M.	196	40
914	"	"	Narod	"	"	196	40
3916	"	4/2/09	"	"	"	220	40
3705	"	"	"	"	"	220	40
203	F	4/3/09	Highgrove	"	"	196	40
1947	"	4/2/09	Covina	"	"	220	40
4010	"	4/3/09	Alhambra	"	"	196	40
4888	"	"	Alhambra	"	"	196	40
6063	"	"	Lateen Spur	"	"	196	40
3857	"	4/2/09	Covina	"	"	220	40
468							
2577	PFE	4/3/09	Covina	4/12/09	4:40 A.M.	196	40
2070	"	"	Duarte	"	"	196	40
5308	"	4/2/09	Highgrove	"	"	220	40
661	"	4/3/09	Charter Oak	"	"	196	40
4108	"	"	"	"	"	196	40
3479	"	"	Lateen Spur	"	"	196	40
2317	"	"	Covina	"	"	196	40
6413	"	"	Fernando	"	"	196	40
1180	"	4/2/09	Covina	"	"	220	40
4230	"	4/10/09	Highgrove	4/18/09	11:50 P.M.	191	50
6123	"	"	Narod	"	"	191	50
4953	"	"	Ontario	"	"	191	50
4683	"	"	Bloomington	"	"	191	50
5459	"	"	Duarte	"	"	191	50
413	"	"	Fernando	"	"	191	50
5737	"	"	Redlands Jct.	"	"	191	50
3850	"	"	Alhambra	"	"	191	50
1414	"	"	Duarte	"	"	191	50
2276	"	"	"	"	"	191	50
413	"	"	Highgrove				

Car No.	Initial.	Date shipment.	Point of origin.	Del'd to IHB RR. Date.	Del'd to IHB RR. Time.	Running time. Hours.	Running time. Min.
469							
6241	PFE	4/9/09	Riverside	4/18/09	11:50 P.M.	215	50
4126	"	4/10/09	Lateen Spur	"	11:50 A.M.	191	50
5086	"	"	Covina	"	"	191	50
160	"	4/17/09	Riverside	4/25/09	8:15 A.M.	176	15
5482	"	"	Narod	4/26/09	4:40 A.M.	196	40
896	"	"	Duarte	"	"	196	40
1228	"	"	Charter Oak	"	"	196	40
6490	"	"	Covina	"	"	196	40
1663	"	"	Highgrove	"	"	196	40
519	"	"	Lateen Spur	"	"	196	40
5780	"	4/16/09	Duarte	"	"	196	40
195	"	4/17/09	Duarte	"	"	196	40
4610	"	"	Riverside	"	"	196	40
1192	"	"	Narod	"	"	196	40
1741	"	"	Ontario	"	"	196	40
5851	"	"	Riverside	"	"	196	40
1630	"	"	Ontario	"	"	196	40
319	"	"	Fernando	"	"	196	40
4845	"	"	Alhambra	"	"	196	40
2508	"	4/19/09	Riverside	"	5:20 P.M.	161	20
470							
1351	PFE	11/26/09	Zante	12/5/09	12:50 A.M.	192	50
2987	"	11/27/09	Lindsay	"	"	168	50
273	"	"	"	"	"	168	50
1441	"	"	"	"	"	168	50
805	"	"	"	"	"	168	50
1084	"	11/26/09	"	"	"	192	50
2024	"	"	Thermalito	"	"	192	50
2513	"	"	Lemon Cove	"	"	192	50
231	"	"	"	"	"	192	50
6427	"	"	Palermo	"	"	192	50
4042	"	"	Porterville	"	3:35 P.M.	207	35
4511	"	12/2/09	Lemon Cove	12/11/09	9:00 P.M.	213	..
5228	"	12/1/09	Zante	"	"	237	..
2182	"	12/3/09	Porterville	12/12/09	4:15 P.M.	208	15
4440	"	"	"	"	"	208	15
2443	"	"	"	"	"	208	15
6394	"	12/2/09	"	"	"	232	15
2215	"	12/3/09	Lindsay	"	"	208	15
5885	"	"	Lemon Cove	"	"	208	15
7188	"	12/2/09	Palermo	"	"	232	15
471							
2749	PFE	12/2/09	Charter Oak	12/12/09	11:20 A.M.	227	20
7237	"	12/8/09	Thermalito	12/18/09	11:55 P.M.	239	55
2738	"	"	"	"	"	239	55
2407	"	12/9/09	Zante	"	"	215	55
6923	"	"	"	"	"	215	55
461	"	12/8/09	"	"	"	239	55
838	"	12/10/09	Redlands	12/19/09	11:30 A.M.	203	30
1397	"	12/16/09	Porterville	12/25/09	6:20 P.M.	210	20
4213	"	12/15/09	Lemon Cove	"	"	234	20
4359	"	12/15/09	Lindsay	"	"	210	20
651	"	12/15/09	Lemon Cove	"	"	234	20
5469	"	12/16/09	Lindsay	"	"	210	20
745	"	"	"	"	"	210	20
2854	"	"	"	"	"	210	20
3855	"	"	Lisko	"	"	210	20
4386	"	"	Lindsay	"	"	210	20
4146	"	12/17/09	Porterville	12/26/09	10:25 A.M.	202	25
5570	"	"	"	"	"	202	25
6309	"	"	Fairoaks	"	"	202	25
2913	"	"	Porterville	"	"	202	25

472

Car No.	Initial.	Date shipment.	Point of origin.	Del'd to IHB RR. Date.	Del'd to IHB RR. Time.	Running time. Hours.	Running time. Min.
1242	PFE	12/17/09	Porterville	12/26/09	10:25 A.M.	202	25
2574	"	"	"	"	"	202	25
5013	"	"	Lindsay	"	"	202	25
3872	"	"	"	"	"	202	25
6335	"	"	"	"	"	202	25
4867	"	12/24/09	Summerland	1/3/10	1:00 A.M.	217	..
3208	"	12/31/09	Alhambra	1/10/10	4:25 P.M.	232	25
4190	"	"	Fernando	"	"	232	25
4988	"	"	Covina	"	"	232	25
3588	"	"	Duarte	"	"	232	25
1832	"	1/1/10	Bloomington	"	"	218	25
4627	"	12/31/09	Charter Oak	"	"	232	25
2424	"	"	Colton	"	"	232	25
612	"	1/1/10	Duarte	"	"	218	25
1480	"	1/7/10	Ontario	1/16/10	5:15 P.M.	219	15
2229	"	"	Covina	"	"	219	15
6879	"	"	Charter Oak	"	"	219	15
1696	"	"	Colton	"	"	219	15
1396	"	"	Duarte	"	"	219	15
1487	"	"	Pomona	"	"	219	15

473

5029	PFE	1/8/10	Redlands	1/17/10	11:50 A.M.	203	50
1880	"	"	Whittier	"	"	203	50
249	"	1/7/10	Pomona	"	"	227	50
4946	"	"	Duarte	"	"	227	50
5718	"	1/8/10	Pomona	"	"	203	50
2704	"	"	"	"	"	203	50
1328	"	1/3/10	Lindsay	"	3:35 A.M.	315	35
7507	"	1/8/10	Duarte	"	4:10 P.M.	208	10
1089	"	1/15/10	Pomona	1/24/10	10:20 A.M.	202	20
411	"	"	Redlands	"	"	202	20
499	"	"	"	"	"	202	20
2048	"	1/14/10	Pomona	"	"	226	20
1886	"	1/15/10	Covina	"	"	202	20
2204	"	"	Pomona	"	"	202	20
2552	"	1/14/10	Pomona	"	"	226	20
6816	"	1/22/10	Alhambra	1/30/10	8:00 P.M.	188	..
4007	"	"	Pomona	"	"	188	..
561	"	"	Whittier	"	"	188	..
5180	"	"	Highgrove	"	"	188	..
2168	"	"	Duarte	"	"	188	..

474

3976	PFE	1/22/10	Covina	1/30/10	8:00 P.M.	188	..
3304	"	"	Highgrove	"	"	188	..
1289	"	"	Pomona	"	8:15 P.M.	188	15
6305	"	"	Ontario	"	"	188	15
3093	"	"	Pomona	"	"	188	15
2521	"	"	"	"	"	188	15
5243	"	"	"	"	"	188	15
7501	"	"	Charter Oak	1/31/10	11:10 A.M.	203	10
7386	"	1/29/10	Whittier	2/7/10	2:05 A.M.	194	05
6805	"	"	Bloomington	"	11:50 A.M.	203	50
3986	"	2/5/10	Pomona	2/13/10	9:40 P.M.	189	40
3581	"	"	"	"	"	189	40
6860	"	"	"	"	"	189	40
7588	"	"	Charter Oak	"	"	189	40
5132	"	"	"	"	"	189	40
4062	"	"	Duarte	"	"	189	40
6379	"	2/3/10	Concrete	"	5:00 P.M.	233	..
5147	"	2/4/10	Duarte	2/12/10	11:20 A.M.	179	20
5963	"	2/5/10	Whittier	2/14/10	9:10 A.M.	201	10
876	"	2/9/10	E. Alhambra	2/20/10	6:00 P.M.	258	..

Car No.	Initial.	Date shipment.	Point of origin.	Del'd to IHB RR. Date.	Del'd to IHB RR. Time.	Running time. Hours.	Running time. Min.
475							
4251	PFE	2/8/10	Covina	2/20/10	7:15 P.M.	283	..
5697	"	2/11/10	Redlands Jct.	"	11:15 P.M.	215	15
6398	"	"	Covina	"	"	215	15
7315	"	2/12/10	Lateen Spur	"	"	191	15
4052	"	"	Pomona	"	"	191	15
5163	"	"	Duarte	"	"	191	15
6352	"	"	"	"	"	191	15
1529	"	"	"	"	"	191	15
1977	"	"	"	"	"	191	15
1987	"	2/11/10	Santa Ana	2/21/10	10:55 A.M.	226	55
5901	"	2/19/10	Duarte	2/27/10	5:15 P.M.	186	15
4517	"	"	"	"	"	186	15
6994	"	"	Pomona	"	"	186	15
6803	"	"	Duarte	"	"	186	15
1523	"	"	Pomona	"	"	186	15
3272	"	2/18/10	Azusa	"	"	210	15
2612	"	"	"	"	"	210	15
2768	"	2/19/10	Narod	2/27/10	6:15 P.M.	186	15
6288	"	"	Ontario	2/28/10	"	193	50
4264	"	"	Charter Oak	"	"	193	50
476							
5605	PFE	2/19/10	Fernando	2/28/10	6:15 P.M.	193	50
179	"	"	Colton	"	"	193	50
2390	"	"	Charter Oak	"	"	193	50
5352	"	"	"	"	"	193	50
6992	"	"	Covina	"	"	193	50
4243	"	"	"	"	"	193	50
6776	"	2/26/10	Duarte	3/6/10	10:30 P.M.	190	30
5596	"	"	Pomona	"	"	190	30
5582	"	"	"	"	"	190	30
6707	"	"	"	"	"	190	30
5320	"	"	Duarte	"	"	190	30
3209	"	"	"	"	"	190	30
7661	"	"	Pomona	"	"	190	30
6130	"	"	"	"	"	190	30
2226	"	"	Ontario	"	"	190	30
2292	"	"	"	"	"	190	30
3323	"	2/22/10	Nordhoff	"	8:20 P.M.	284	20
2696	"	2/26/10	Bloomington	3/7/10	4:00 P.M.	208	00
1658	"	3/5/10	Covina	3/14/10	8:45 A.M.	200	45
3614	"	"	Pomona	"	"	200	45
477							
1690	PFE	3/5/10	Alhambra	3/14/10	8:45 A.M.	200	45
6046	"	"	Covina	"	"	200	45
1714	"	"	Piru	"	"	200	45
4286	"	"	Narod	"	"	200	45
3758	"	"	Anaheim	"	"	200	45
1580	"	"	Whittier	"	"	200	45
1123	"	"	Pomona	"	"	200	45
6110	"	"	Duarte	"	"	200	45
6503	"	"	Pomona	"	"	200	45
6054	"	"	"	"	"	200	45
6257	"	"	Anaheim	"	"	200	45
5880	"	"	Duarte	"	"	200	45
7111	"	"	Charter Oak	"	3:20 P.M.	207	20
6393	"	"	Covina	"	"	207	20
7680	"	3/7/10	Cucamonga	"	4:30 P.M.	158	30
2449	"	3/5/10	Ontario	"	7:00 A.M.	190	..
654	"	3/5/10	"	"	"	190	..
149	"	"	"	"	"	190	..
3949	"	3/12/10	Orange	3/21/10	12:30 A.M.	192	30
5696	"	3/11/10	Pasadena	"	"	216	30

Car No.	Initial.	Date shipment.	Point of origin.	Del'd to IHB RR. Date.	Del'd to IHB RR. Time.	Running time. Hours.	Running time. Min.
478							
4334	PFE	3/12/10	Orange	3/21/10	2:15 A.M.	194	15
2457	"	"	E. Alhambra	"	12:30 A.M.	192	30
3305	"	3/11/10	Pomona	"	"	216	30
5788	"	3/12/10	Duarte	"	"	192	30
3256	"	3/11/10	Pomona	"	"	216	30
5141	"	"	Rossmoyne	"	"	216	30
2068	"	3/12/10	E. Alhambra	"	"	192	30
6991	"	"	Charter Oak	"	"	192	30
5492	"	"	Redlands	"	"	192	30
2183	"	"	Charter Oak	"	"	192	30
1140	"	"	Whittier	"	"	192	30
2907	"	"	Lateen Spur	"	"	192	30
6483	"	"	Covina	"	"	192	30
7395	"	"	"	"	"	192	30
4228	"	"	Whittier	"	"	216	30
6397	"	3/11/10	San Dimas	"	"	216	30
6164	"	"	Pasadena	"	2:15 A.M.	194	15
3522	"	3/12/10	Ontario	"	"	194	15
2435	"	"	Duarte	"	12:30 A.M.	192	30
1270	"	"	Highgrove				
479							
4581	PFE	3/12/10	Covina	3/21/10	12:30 A.M.	192	30
2576	"	3/11/10	Ontario	"	"	216	30
3134	"	3/12/10	Riverside	"	"	192	30
6606	"	"	Duarte	"	"	192	30
7365	"	"	Rossmoyne	"	"	192	30
6169	"	3/11/10	Ontario	"	"	216	30
5211	"	"	"	"	"	216	30
4231	"	"	Pomona	"	"	216	30
1033	"	3/12/10	Riverside	"	"	192	30
390	"	3/11/10	Pomona	"	"	216	30
5587	"	3/12/10	Ontario	"	2:15 A.M.	194	15
793	"	"	Pomona	"	"	194	15
1678	"	3/11/10	Fillmore	"	"	218	15
4897	"	3/12/10	Lateen Spur	"	12:30 A.M.	192	30
7231	"	"	Pomona	"	2:15 A.M.	194	15
496	"	"	E. Alhambra	"	"	194	15
2091	"	3/11/10	Pomona	"	"	218	15
3766	"	3/12/10	"	"	"	194	15
3176	"	"	Covina	"	12:30 A.M.	192	30
5123	"	"	Narod	"	2:15 A.M.	194	15
480							
140	PFE	3/11/10	N. Pomona	3/21/10	4:50 P.M.	232	50
2512	"	3/12/10	Orange	"	1:30 A.M.	193	30
9	"	3/19/10	E. Alhambra	3/27/10	6:30 P.M.	186	30
3197	"	"	Duarte	"	"	186	30
1076	"	"	Charter Oak	"	"	186	30
1307	"	"	Narod	"	"	186	30
6775	"	"	Ontario	"	"	186	30
4516	"	"	Whittier	3/28/10	5:50 A.M.	197	30
2036	"	3/26/10	Charter Oak	4/3/10	11:55 P.M.	191	55
5652	"	"	Redlands	"	"	191	55
2262	"	3/25/10	Anaheim	"	"	215	55
5942	"	3/26/10	Riverside	"	"	191	55
6784	"	"	Highgrove	"	"	191	55
5133	"	"	Riverside	"	"	191	55
3347	"	"	Charter Oak	"	"	191	55
5116	SFRD	"	Ontario	4/4/10	4:00 A.M.	196	00
7349	PFE	"	Narod	"	"	196	00
5120	SFRD	"	Ontario	"	"	196	00
3796	PFE	"	Charter Oak	"	"	196	00
6419	"	"	Pomona				

Car No.	Initial.	Date shipment.	Point of origin.	Del'd to IHB RR. Date.	Del'd to IHB RR. Time.	Running time. Hours.	Running time. Min.
5395	PFE	3/26/10	Duarte	4/4/10	4:00 A.M.	196	00
2481	"	"	"	"	"	196	00
7195	"	"	Covina	"	"	196	00
1008	"	4/2/10	"	4/10/10	4:45 P.M.	184	45
266	"	"	"	"	"	184	45
6779	"	"	Duarte	"	"	184	45
2532	"	"	"	"	"	184	45
1712	"	"	Redlands	"	"	184	45
1460	"	"	Ontario	"	"	184	45
7603	"	"	"	"	"	184	45
2224	"	"	Pomona	"	"	184	45
1502	"	"	"	"	"	184	45
5426	"	"	Rialto	"	"	184	45

Total number of cars included in the above statement 340.
Total number of minutes of cars in transit 4,062,443.
Average number of minutes each car in transit 11,948.
Average number of days each car in transit 8 days, 7 hours, 8 minutes.

482 (COMPLAINANTS' EXHIBIT No. 69.)

List of S. F. R. D. cars loaded with citrus fruits moving over the Atchison, Topeka & Santa Fe Ry. Company and destined beyond Chicago, showing car number, leaving time, time of delivery to Indiana Harbor Belt Railroad for delivery to Eastern connecting line and running time.

All cars arriving at I. H. B. connecting points during the month of January, 1910, have been taken.

Cars are loaded and ready for shipment and are hauled from the packing houses between 2.00 P. M. and 6.00 P. M., but the time in transit is computed from the time that cars leave Colton, which is averaged at 12.00 midnight on the date of loading.

Car No.	Initial.	Date shipment.	Point of origin.	Del'd to IHB RR. Date.	Del'd to IHB RR. Time.	Running time. Hours.	Running time. Min.
5759	SFRD	12/23/09	Arlington	12/31/09	5:50 P.M.	185	50
1833	"	"	"	"	"	185	50
3934	"	12/24/09	Glendora	1/1/10	9:40 P.M.	189	40
4521	"	"	Claremont	"	"	189	40
1189	"	"	Rialto	"	"	189	40
4535	"	"	Cucamonga	"	"	189	40
1878	"	"	E. Highland	1/2/10	12:45 P.M.	204	45
4600	"	12/23/09	"	"	"	228	45
3358	"	"	Upland	"	6:05 P.M.	210	05

Car No.	Initial.	Date shipment.	Point of origin.	Del'd to IHB RR. Date.	Del'd to IHB RR. Time.	Running time. Hours.	Running time. Min.
3158	SFRD	12/27/09	E. Highland	1/4/10	7:30 P.M.	187	30
5822	"	12/29/09	Corona	1/7/10	1:30 P.M.	203	10
5233	"	"	"	"	1:10 P.M.	203	10
6633	"	"	Glendora	"	"	203	10
1361	"	12/28/09	Monrovia	"	"	227	10
5675	"	12/30/09	Glendora	1/9/10	5:10 A.M.	197	10
3933	"	"	"	"	"	197	10
2195	"	"	Upland	"	"	197	10
6589	"	12/29/09	Claremont	"	"	221	10
3471	"	12/30/09	"	"	"	197	10
6865	"	12/27/09	Highland	1/4/10	7:30 P.M.	187	30
5444	"	12/28/09	Corona	1/6/10	6:25 P.M.	210	25
4277	"	"	Redlands	"	"	210	25
7200	"	"	Uplands	"	"	210	25
6912	"	"	Pachappa	"	"	210	25
6525	"	"	Orange	"	"	210	25
3040	"	12/27/09	Monrovia	"	"	234	30
4181	"	12/28/09	Highlands	"	"	210	25
2035	"	"	Glendora	"	"	210	25
6350	"	"	No. Pomona	"	"	210	25
484							
3315	SFRD	12/28/09	E. Highland	1/6/10	6:25 P.M.	210	25
1961	"	12/29/09	Orange	1/9/10	7:20 A. M.	247	20
6824	"	12/30/09	Monrovia	"	"	223	20
4041	"	"	Highland	"	6:50 P.M.	210	50
3070	"	"	"	"	"	210	50
5291	"	"	Redlands	"	"	210	50
4756	"	12/29/09	Orange	"	"	234	50
4681	"	12/30/09	Highland	"	"	210	50
6408	"	"	"	"	"	210	50
900	"	"	Fullerton	"	"	210	50
745	"	1/1/10	Arlington	1/12/10	11:00 A.M.	251	00
824	"	1/1/10	Riverside	"	"	251	00
1146	"	12/31/09	Arlington	"	"	275	00
5058	"	"	Highland	"	"	275	00
6655	"	"	"	"	"	275	00
1259	"	1/1/10	Prenda	"	"	251	00
2032	"	"	Casa Blanca	"	"	251	00
5283	"	12/31/10	Rivera	"	5:15 P.M.	281	15
3341	"	"	San Dimas	"	"	281	15
6359	"	"	Fullerton	"	"	281	15
485							
6579	SFRD	1/3/10	Lemon Cove	1/13/10	9:00 A.M.	225	00
3496	"	12/31/09	Arlington	"	"	297	00
5612	"	"	No. Pomona	"	"	297	00
1890	"	1/1/10	Glendora	"	"	273	00
5139	"	1/3/10	Monrovia	"	9:20 P.M.	239	20
4667	"	"	E. Highland	"	"	239	20
6890	"	1/4/10	Corona	"	"	215	20
5588	"	12/31/09	Casa Blanca	"	"	309	20
5383	"	"	Monrovia	"	"	309	20
1409	"	1/5/10	San Dimas	1/14/10	2:45 P.M.	204	45
4350	"	"	Azusa	"	"	204	45
5963	"	1/3/10	Glendora	"	"	252	45
5760	"	1/1/10	Pasadena	"	"	300	45
6627	"	1/4/10	Claremont	"	"	228	45
6936	"	"	"	"	"	228	45
5806	"	1/1/10	Rivera	"	"	300	45
4645	"	1/4/10	Glendora	"	"	228	45
3618	"	1/3/10	Arlington	"	"	252	45
6003	"	"	Pachappa	"	"	252	45
4121	"	1/4/10	San Dimas	"	"	228	45
1654	"	1/3/10	Prenda	"	"	252	45

486

Car No.	Initial.	Date shipment.	Point of origin.	Del'd to IHB RR. Date.	Del'd to IHB RR. Time.	Running time. Hours.	Running time. Min.
3398	SFRD	1/5/10	Glendora	1/14/10	2:45 P.M.	204	45
3271	"	"	Monrovia	"	8:30 P.M.	212	30
3722	"	"	Arlington	"	"	212	30
1609	"	1/4/10	Fullerton	"	"	236	30
3605	"	1/5/10	Pomona	"	"	212	30
3649	"	1/4/10	Fullerton	"	9:00 P.M.	213	00
3355	"	12/31/09	Glendora	"	"	333	00
2263	"	1/5/10	Fullerton	1/15/10	2:35 P.M.	230	35
913	"	1/4/10	Rialto	"	"	254	35
6316	"	1/6/10	"	"	"	206	35
6508	"	1/5/10	"	"	"	230	35
4417	"	1/6/10	Prenda	"	"	206	35
6766	"	1/5/10	Orange	"	"	230	35
1505	"	1/3/10	Upland	"	"	278	35

Total number of cars included in the above statement 84.
Total number of minutes of cars in transit, 1,162,165.
Average number of minutes each car in transit 13,835 or 9 days, 14 hours, 35 minutes.

Exhibit No. 54.

A., T. & S. F. Ry. System Consist of Through Trains on Main Line San Bernardino to Chicago.

1st 7 Days in March, 1910—Westbound.

Los Angeles Division between San B'd'no and Barstow.

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist.				Time between terminals.	
						Citrus.	Other freight.	Empties, including way cars.	Total.	Hours.	Min.
3/1	33	1625	1200	1767	735	....	44	10	54	7	50
	Hlpr. 25 mi.	978	"	....	....	....	....	....	....	....	..
3/2	3/33	988	"	1565	764	....	40	1	41	8	25
	Hlper. 19 mi.	1635	1200	....	....	....	....	....	....	....	..
3/3	33	942	"	1545	680	....	35	13	48	10	20
	Hlpr. 25 mi.	946	"	....	....	....	....	....	....	....	..
3/4	33	988	"	740	285	....	18	7	25	6	20
"	3/33	917	1200	1350	590	....	33	24	57	10	20
	Hlpr. 19 mi.	1638	"	....	....	....	....	....	....	....	..
"	1/33	1630	"	930	345	....	26	8	34	9	15
3/6	33—81 mi.	969	"	1930	915	....	....	....	....	....	..
	81 mi.	1300	"	....	....	....	38	16	54	8	5
3/7	33	946	1200	1600	909	....	....	....	....	....	..
	Hlpr. 19 mi.	703	800	....	....	....	46	5	51	6	35
"	1/33	942	1200	1083	295	....	19	21	40	9	30
	9	....	....	12510	5518	....	299	105	404	76	40

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
3/1	Ex.	989	1200	909	199	....	13	25	38	10	50
"	Ex.	1636	1200	1095	411	....	21	14	35	6	15
3/2	Ex.	1638	"	1035	700	....	36	8	44	9	15
"	Ex.	1630	"	1033	216	....	14	25	39	9	5
"	Ex.	946	"	1610	440	....	21	41	62	11	40
	Hlpr. 19 mi	978	"	....	....	....	....	....	....	....	..
3/3	Ex.	953	"	1648	541	....	20	35	55	13	..
	Hlpr. 56 mi	948	"	....	....	....	....	....	....	....	..
"	Ex.	1625	"	1009	374	....	24	10	34	6	25
3/4	Ex.	985	"	997	386	....	28	3	31	7	20
3/5	Ex.	946	1200	810	302	....	24	1	25	5	20
"	Ex.	987	"	1078	369	....	27	4	31	7	20
"	Ex.	1639	1200	873	316	....	21	8	29	7	30
	Hlpr. 25 mi	989	"	....	....	....	....	....	....	....	..
3/6	Ex.	987	1200	969	97	....	6	38	44	8	5
"	Ex.	1638	1200	1014	410	....	25	17	42	7	55
"	Ex.	1625	"	1093	485	....	11	23	34	6	..
3/7	Ex.	917	"	1153	473	....	27	4	31	7	25
"	Ex.	1630	"	996	429	....	32	1	33	7	..
				17322	6148	....	350	257	607	130	40
									Ave.	8	17
	16										
				29832	11666	....	649	362	1011	198	545
	25										

March 1	Extra	1637	1150	1059	451	0	28	1	29	13	25
	D. H. 125 mi.....	956	"	1030	427	0	27	5	32	20	50
	44 "	945	"	....	....	....	....	....	....	...	...
		940	"	1119	410	0	21	17	38	7	45
		1666	"	1087	142	0	51	42	47	15	35
		962	"	1028	589	0	21	21	23	13	15
		1642	1150	930	500	0	20	20	40	15	25
		983	"	1091	431	0	19	16	35	17	20
2		941	"	1076	174	0	6	40	46	17	15
		1662	"	1094	488	0	27	5	32	16	25
		962	"	966	368	0	21	10	31	17	00
3		951	"	1042	416	0	30	1	31	12	50
				1085	349	0	22	13	35	16	45
	(Salt Lake) 160.....	3635									
	33	1231	800	....	....	....	....	....	....	...	..
		956	1150	1046	494	0	25	6	31	16	35
4		1666	"	1091	498	0	24	6	30	18	50
		943	"	1017	387	0	14	21	35	17	50
5		1627	"	1093	527	0	21	7	28	15	42
		941	"	1076	109	0	6	38	44	16	10
		956	"	1135	549	0	30	1	31	19	30
6		951	"	1095	425	0	19	16	35	18	15
		1642	"	1116	291	0	18	35	43	13	30
		1637	"	1099	397	0	18	20	38	18	00
		962	"	1101	347	0	21	18	39	13	45
7		1662	"	1017	467	0	24	5	29	15	40

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
	29										
		1627	"	1019	315	0	17	19	36	13	20
		979	"	1025	368	0	24	8	32	15	25
				27157	10099	0	518	352	870	425	36
1	1/33	1631	"	1095	586	0	27	1	28	13	45
1	2/33	983	"	872	450	0	23	8	31	16	15
2		1663	"	993	381	0	25	5	30	14	25
3		1642	"	1087	356	0	21	15	36	18	50
1	3/33	948	"	1091	587	0	23	4	27	13	55
2		1627	"	1123	293	0	21	15	36	17	30
3		1637	"	1028	428	0	25	6	31	17	10
3	4/33	943	"	1086	480	0	30	2	32	15	30
		1661	"	1066	450	0	27	4	31	20	05
		945	"	995	442	0	25	4	29	14	15
3	5/33	1631	"	1024	415	0	29	2	31	15	05
4		979	"	1081	364	0	20	16	36	18	20
		1662	"	1104	533	0	24	5	29	17	10
		983	"	1022	357	0	30	4	34	15	30
5	6/33	940	"	1126	455	0	25	8	33	17	55
	16										
1	8/33	1661	"	1035	588	0	27	2	29	13	50
				16828	7165	....	402	101	Ave. 503	259.16	05

March 1	Extra	983	1250	1145	490	0	29	4	33	10	15	
		809	800	505	230	0	19	7	26	12	30	
		1663	1250	1092	518	0	27	4	31	8	35	
		948	"	844	....	0	....	45	Refr.	45	10	50
		1665	"	1129	519	0	23	6	29	9	35	
		1658	"	892	44	0	4	39	43	11	15	
		965	"	1137	478	0	32	1	33	9	40	
2		1664	"	1146	469	0	28	6	34	9	05	
3		957	"	1157	431	0	25	12	37	10	05	
		809	800	538	216	0	13	9	22	10	30	
		1665	1250	1154	429	0	29	7	36	14	20	
		1658	"	1109	556	0	21	8	29	10	45	
4		1632	"	1114	526	0	20	10	30	10	10	
		950	"	978	79	0	3	38	41	10	40	
		1656	"	1138	402	0	15	23	38	10	55	
5		971	"	1143	613	0	28	1	29	10	45	
		955	"	1133	390	0	23	14	37	12	25	
		1664	"	1127	668	0	25	1	26	10	55	
		1663	"	1277	531	0	26	9	35	11	05	
		973	"	797	....	0	0	45	45	10	00	
		809	800	414	143	0	6	17	23	13	45	
		957	1250	992	562	0	26	1	27	10	45	
		952	"	1151	529	0	32	1	33	10	55	
6		1658	"	1132	421	0	17	19	36	10	15	
		1626	"	1253	621	0	31	1	32	14	45	
		1661	"	1084	449	0	29	3	32	17	05	
		972	"	1123	506	0	24	12	36	12	15	

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
7		971	"	1123	371	0	19	19	38	9	30
		1657	"	1099	438	0	26	8	34	10	55
		1656	"	907	3	0	1	44	45	12	05
		957	"	1078	482	0	18	13	31	11	55
	31	....	....	31921	12214	....	609	327	936	347	55
1	1/33	1626	"	1120	528	0	30	4	34	9	25
2	2/33	950	"	1153	511	9	26	5	31	9	20
2		1656	"	1164	485	0	26	11	37	13	00
4		952	"	1165	548	0	27	5	32	9	50
5		1665	"	1068	249	0	16	24	40	12	05
6		949	"	1115	492	0	26	6	32	10	10
	3/33	....	....	....	....	....	....	....	....	...	..
1		952	"	974	498	0	21	9	30	10	30
4		1626	"	1147	452	0	25	8	33	9	15
2	4/33	1632	"	1118	384	0	25	12	37	9	25
3		973	"	1066	445	0	27	4	31	9	00
6		1632	"	1094	385	0	23	14	37	17	30
	Helper 132 mi.....	950	"	....	....	....	....	....	....	...	..
7		1665	"	1163	345	0	18	23	41	13	15
				13337	5322	....	290	125	415	132	45
	12	....	....	....	....	....	....	Ave.	....	11	12
				45258	17536	....	....	....	....	447	1155

492 *Arizona Division between Seligman and Needles.*

March											
5	X	980	"	....	....	....	....	....	....	...	..
2		971	1250	1141	482	0	30	3	33	10	20
4		972	"	1093	410	0	31	4	35	10	25
5		974	"	1146	466	0	30	5	35	12	20
7		1664	"	1672	457	0	21	15	36	9	40
3	6/33	974	"	957	421	0	20	9	29	15	20
7		1633	"	1140	277	0	21	22	43	9	30
	6	....	....	7149	2523	....	153	58	211	67	58
									Ave.	11	16
	6			7149	2523	....	153	58	211	65	155

493 *Albuquerque Division between Winslow and Seligman.*

1	X	970	1150	976	418	....	18	12	30	15	05
1	X D. H. 7.....	1667	"	1002	505	....	29	9	38	16	10
	136	1668	....	....	....	....	....	....	....	...	..
1	X	960	"	1057	507	....	28	1	29	13	20
1	X D. H. 20.....	961	"	1190	626	....	27	1	28	19	45
	123	1645	....	....	....	....	....	....	....	...	..
2	X	980	"	936	530	....	24	3	27	11	45
2	X	977	"	1026	498	....	19	9	28	17	40
2	X	1667	"	892	383	....	27	3	30	16	30
3	X	966	"	927	21	....	4	40	44	14	40
3	X	970	"	814	404	....	21	17	38	15	00
3	X	1673	"	1009	542	....	20	7	27	14	15

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
4	X	981	"	1012	520	....	19	8	27	12	35
4	X	1622	"	1085	507	....	28	6	34	15	10
4	X	1668	"	1040	570	....	27	1	28	12	30
4	X	964	"	1083	639	....	22	1	23	12	10
5	X	977	"	1054	397	....	17	21	38	15	25
5	X	1670	"	1010	531	....	27	1	28	11	35
5	X	980	"	1023	406	....	21	13	34	13	50
6	X	970	"	964	543	....	22	1	23	14	05
6	X	1668	"	944	486	....	21	7	28	13	45
6	X	981	"	1028	383	....	16	15	31	14	25
6	X	960	"	986	223	....	8	31	39	12	20
7	X	1645	"	1009	408	....	24	7	31	13	40
7	X	968	"	704	455	....	29	3	32	10	55
7	X	961	"	971	196	....	12	27	39	13	20
	24	....	....	23742	10698	....	510	244	754	339	55
									Ave.	14	10
494		*Albuquerque Division between Winslow and Seligman.*									
1	1/33	984	1150	927	376	....	26	1	27	10	20
2	1/33	1622	"	1050	453	....	30	1	31	14	25
3	1/33	1670	"	966	405	....	27	1	28	12	00
5	1/33	961	"	980	492	....	31	1	32	11	30

1	2/33	1673	"	1048	532	26	1	27	13	55	
2	2/33	968	"	983	411	27	3	30	8	50	
3	2/33	1623	"	915	433	23	5	28	15	05	
6	2/33	1672	"	1046	395	19	16	35	11	25	
6	2/33	1673	"	1036	354	18	17	35	12	50	
7	2/33	980	"	1042	523	23	4	27	12	50	
1	3/33	966	"	975	525	25	2	27	13	45	
3	3/33	960	"	1061	409	24	13	37	15	10	
6	3/33	964	"	1045	396	21	12	33	11	55	
6	3/33	1667	"	1013	496	25	5	30	14	15	
7	3/33 H 143.....	{1670	"	1309	462	31	16	47	14	05	
	115	{3662		....	....	....	....	....	...	..	
2	4/33	961	"	1029	490	26	1	27	12	00	
5	4/33	968	"	1020	553	27	1	28	12	05	
6	4/33	984	"	1035	396	23	11	34	12	20	
7	4/33	1622	"	1002	328	22	12	34	13	40	
2	5/33	1672	"	1055	478	28	2	30	12	25	
3	5/33	984	"	1008	373	29	4	33	13	05	
4	5/33	1645	"	1003	264	21	17	38	12	00	
6	5/33	966	"	987	469	26	1	27	10	35	
2	6/33	1629	"	997	386	19	12	31	9	45	
4	6/33	1669	"	1073	445	22	12	34	12	00	
4	7/33	1612	"	1029	444	24	8	32	12	55	
	26	....	....	26534	11288	643	179	822	314	665	
								Ave.	12	30	

495 *Albuquerque Division between Winslow and Seligman.*

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
2	5/33	967	1150	938	458	....	18	6	24	11	05

496 *Albuquerque Division between Gallup and Winslow.*

1	X	699	65 cars	548	226	....	15	38	53	14	00
1	X	841	90 cars	1178	591	....	33	1	34	17	40
2	X	843	"	1848	845	....	40	14	54	19	00
3	X	699	65 "	462	191	....	15	13	28	12	50
3	X wrong Eng.....	545	....	1145	....	....	....	54	54	9	35
3	X	857	90 cars	2565	1358	....	59	8	67	19	30
4	X	3672	....	2151	977	....	53	10	63	11	20
4	X	3662	....	1911	765	....	43	17	60	9	00
5	X	812	65 cars	1806	862	....	47	4	51	6	40
5	X	3669	....	173	70	....	7	5	12	6	05
6	X	3627	....	1819	580	....	34	31	65	11	50
6	X	857	90 cars	2120	873	....	47	17	64	9	55
7	X	3673	....	1320	491	....	36	7	43	5	55
7	X	1623	....	1385	478	....	20	29	49	9	15
7	X	3669	....	1436	488	....	33	16	49	10	25
7	X	3672	....	1463	560	....	35	12	47	7	25
	16	....	....	23130	9355	....	517	276	793	233	50
									Ave.	11	17

1	1/33	834	90 cars	1057	543	....	29	2	31	5	20
2	1/33	835	"	991	422	....	27	2	29	10	05
1	2/33	845	"	2633	1322	....	51	7	58	9	55
1	2/33	857	"	1625	723	....	44	2	46	8	05
2	2/33	859	"	983	436	....	26	3	29	5	25
5	2/33	813	....	1075	399	....	24	11	35	6	35
5	2/33	849	90 cars	2341	1175	....	52	11	63	5	45
7	2/33	845	"	1193	217	....	19	46	65	8	15
2	3/33	813	65 cars	1074	526	....	29	3	32	5	45
3	3/33	964	"	2255	1047	....	51	13	64	7	10
5	3/33	845	90 cars	1672	365	....	27	33	60	8	50
6	3/33	3662	....	2903	1193	....	56	14	70	6	35
6	4/33	813	65 cars	2144	807	....	49	19	68	8	40
3	5/33	849	90 cars	2135	974	....	55	7	62	9	05
2	6/33	812	65 cars	2585	1357	....	53	9	62	7	05
3	6/33	834	90 cars	1557	638	....	30	16	46	6	35
4	7/33	3673	....	852	432	....	22	2	24	7	35
	17			29075	12576	....	644	200	844	179	45
									Ave.	7	27

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist.				Time between terminals.	
						Citrus.	Other freight.	Empties, including way cars.	Total.	Hours.	Min.
1	1/33	850	1200	1099	495	....	31	1	32	11	35
	H. 10	713	800	....	....	....	....	....	....	....	..
2	1/33	836	1200	1140	511	....	31	2	33	10	45
3	1/33	850	1200	1137	551	....	42	1	43	11	30
	H. 10	713	800	....	....	....	....	....	....	....	..
4	1/33	853	1200	1147	511	....	28	2	30	13	10
	H. 10	713	800	....	....	....	....	....	....	....	..
5	1/33	850	1200	1053	411	....	19	18	37	13	15
6	1/33	838	"	1090	447	....	34	11	45	14	05
	H. 10	713	800	....	....	....	....	....	....	....	..
7	1/33	850	1200	1090	386	....	32	6	38	13	20
	H. 10	713	800	....	....	....	....	....	....	....	..
2	2/33	825	1200	1088	460	....	21	16	37	12	35
3	2/33	858	"	1053	515	....	31	5	36	12	40
	H. 10	713	800	....	....	....	....	....	....	....	..
4	2/33	851	1200	1070	426	....	24	12	36	13	35
5	2/33	854	"	1114	384	....	28	20	48	13	30
	H. 10	713	800	....	....	....	....	....	....	....	..
7	2/33	836	1200	1013	403	....	30	1	31	16	25

1	3/33	837	"	1100	458	....	29	15	44	11	00
	H. 10	713	800	....	....	....	....	....	....	....	..
2	3/33	839	1200	1069	459	....	27	5	32	11	20
	H. 10	713	800	....	....	....	....	....	....	....	..
3	3/33 H. D. 107	829	1200	712	441	....	25	4	29	12	25
	36	838	"	....	....	....	....	....	....	....	..
4	3/33	836	"	1079	482	....	22	13	35	13	00
	H. 10	713	800	....	....	....	....	....	....	....	..
4	3/33	860	1200	1094	551	....	28	12	40	13	10
	H. 10	713	800	....	....	....	....	....	....	....	..
6	3/33	846	1200	1126	420	....	33	10	43	14	55
	H. 10	713	800	....	....	....	....	....	....	....	..
6	3/33	858	1200	1096	417	....	30	4	34	12	20
7	3/33	841	"	1042	273	....	15	25	40	16	45
1	4/33	860	"	1064	469	....	26	13	39	12	50
	H. 62	851	"	....	....	....	....	....	....	....	..
4	4/33	826	"	1079	440	....	25	25	50	17	50
5	4/33	855	"	984	446	....	21	10	31	14	10
	H. 10	713	800	....	....	....	....	....	....	....	..
7	4/33	859	1200	426	32	....	7	44	51	17	00
2	5/33	854	"	796	329	....	27	3	30	12	00
5	5/33	825	"	1072	470	....	21	12	33	14	30
7	5/33	854	"	995	302	....	24	11	35	14	55
6	6/33	853	"	985	298	....	14	25	39	14	05
7	6/33	839	"	1084	414	....	21	15	36	13	30
									Ave.	13	32
	29	....	....	29877	12202	....	746	341	1087	392	10

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist.				Time between terminals.	
						Citrus.	Other freight.	Empties, including way cars.	Total.	Hours.	Min.
3	X	855	1200	1042	529	....	29	1	30	11	40
500	*Rio Grande Division between Vaughn and Belen.*										
3/1	33	892	1308	1714	731	0	39	11	50	7	5
	D. H.	897		....	....	....	....	....	....	....	..
3/2	33	898	1370	1150	457	0	34	2	36	8	15
3/3	33	365	750	1530	642	0	39	10	49	7	25
	D. H.	891	1315	....	....	....	....	....	....	....	..
3/4	33	885	1363	1169	433	0	22	16	38	8	25
3/5	33	886	"	1216	439	0	29	9	38	8	5
3/6	33	893	1283	1606	642	0	46	8	54	7	20
	D. H.	899		....	....	....	....	....	....	....	..
3/7	1/33	1968	1500	1231	480	0	33	7	40	8	25
3/7	2/33	886	1308	1304	359	0	21	29	50	7	55
	D. H.	896	"	....	....	....	....	....	....	....	..
3/1	Ex.	893	1385	1087	515	0	28	4	32	7	5
	94 m.	885	"	....	....	....	....	....	....	....	..
3/1	Ex.	891	1355	1172	353	0	19	22	41	7	50
3/1	Ex.	1968	1500	1699	656	0	40	13	53	7	30
	D. H.	894	1300	....	....	....	....	....	....	....	..
3/1	Ex.	887	1315	488	83	0	15	33	48	11	40
3/2	Ex.	890	1370	1512	670	0	32	5	37	8	50

3/2	Ex.	897	1363	1436	703	0	37	1	38	9	15
3/2	Ex.	896	1385	1161	575	0	30	1	31	8	50
3/3	Ex.	1968	1500	1364	587	0	32	9	41	8	45
3/3	Ex.	899	1345	1142	312	0	15	27	42	8	20
3/4	Ex.	888	1355	1041	263	0	16	23	39	7	15
3/4	Ex.	896	1315	1450	568	0	34	14	48	7	20
	D. H.	898	"	....	....	....	....	....	....	...	..
3/4	Ex.	897	1335	1269	407	0	27	18	45	9	15
3/4	Ex.	894	1355	1301	533	0	31	8	39	9	..
3/4	Ex.	892	1385	1050	429	0	20	11	31	9	30
3/5	Ex.	887	1400	288	39	0	9	14	23	8	55
3/5	Ex.	891	1355	1380	586	0	30	10	40	9	..
3/5	Ex.	1968	1500	1280	409	0	26	19	45	9	..
3/6	Ex.	897	1370	1211	500	0	31	5	26	8	25
3/6	Ex.	885	1250	1698	515	0	30	28	58	8	15
	D. H.	928	....	....	....	....	....	....	....	...	..
3/6	Ex.	894	1335	1474	643	0	40	4	44	9	45
3/6	Ex.	888	1300	1176	235	0	17	36	53	7	40
3/7	Ex.	894	1378	1053	394	0	22	12	34	7	10
3/7	Ex.	887	1355	1348	526	0	35	6	41	7	30
				39000	14684	....	880	414	1294	246	699
									Ave.	8	21

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501 *Rio Grande Division between Clovis and Vaughn.*

3/1	2/33	817	1370	1176	481	0	35	1	36	9	50
3/1	1/33	1970	"	1281	602	0	31	6	37	9	50
3/2	2/33	1975	"	1253	592	0	33	3	36	10	35
3/2	1/33	815	"	1046	348	0	19	18	37	10	25
3/3	4/33 & Ex.	814	1350	1038	262	0	16	23	39	10	20

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist.				Time between terminals.	
						Citrus.	Other freight.	Empties, including way cars.	Total.	Hours.	Min.
3/3	3/33 & 1/33 & Ex.....	819	1370	1103	426	0	22	13	35	10	20
3/3	1/33	1970	1385	1124	514	0	29	4	33	9	30
3/3	2/33	817	"	1119	521	0	30	1	31	8	10
3/4	33	1972	1360	1220	467	0	31	7	38	10	..
3/5	33 80 m.....	816	1385	1073	421	0	31	2	33	16	..
	51 m.....	817	"	....	....	....	....	....	....	....	..
3/6	1/33	815	1350	1230	476	0	33	6	39	12	..
3/6	2/33	1972	"	1070	274	0	18	23	41	8	35
3/7	2/33	819	"	1117	327	0	18	22	40	10	..
3/7	1/33	1975	1378	1143	497	0	29	5	34	10	25
	D. H.	2410	....	....	....	....	....	....	....	....	..
3/1	Ex.	815	1350	1104	360	0	18	22	40	8	5
	D. H.....	1975	"	....	....	....	....	....	....	....	..
3/1	Ex.	819	"	1194	419	0	24	16	40	9	55
3/2	Ex.	820	1378	1252	599	0	33	1	34	9	40
3/2	Ex.	821	1370	1257	557	0	31	5	36	9	55
3/2	Ex.	816	1310	948	....	0	0	49	49	12	30
3/2	Ex.	814	1370	1334	648	0	33	2	35	12	30
3/2	Ex.	365	700	451	79	0	11	17	28	12	50
3/3	Ex.	816	1385	972	379	0	17	14	31	11	20
3/3	Ex.	1972	1385	656	68	0	4	28	32	9	30
3/4	Ex.	821	1400	332	44	0	8	11	19	10	40
3/4	Ex.	815	1370	1250	566	0	29	6	35	12	15
3/4	Ex.	820	1350	1157	403	0	26	14	40	9	25
3/5	Ex.	817	1340	1011	258	0	14	28	42	12	30

3/5	Ex.	820	1310	1152	210	0	17	31	48	11	40
3/5	Ex.	1970	1360	1252	547	0	33	5	38	11	85
3/5	Ex.	814	1350	1066	321	0	18	21	39	13	10
3/6	Ex.	821	1370	1182	486	0	30	5	35	10	5
3/6	Ex.	890	1355	1351	523	0	35	6	41	14	15
3/7	Ex.	814	1370	1229	516	0	33	4	37	13	..
3/7	Ex.	818	"	1086	391	0	21	15	36	11	40
3/7	Ex.	1970	1400	358	136	0	9	10	19	13	40
									Average	11	2
	35	....	....	37587	13718	....	828	444	1272	371	865

502 *Pecos Lines Division between Amarillo and Clovis.*

3/1	1/33	1096	1400	1218	625	....	31	1	32	5	45
3/1	2/33	1082	"	1150	451	....	34	1	35	6	40
3/2	1/33	1133	"	1205	588	....	32	1	33	6	20
3/2	2/33	1082	"	1070	351	....	20	18	38	6	00
3/2	3/33	1141	"	1153	548	....	31	2	33	7	5
3/3	1st 33	1089	"	1117	579	....	30	1	31	6	10
3/3	2/33	1133	"	1199	478	....	25	13	38	6	20
3/4	1/33	1141	"	1183	605	....	30	1	31	6	40
3/4	2/33	1117	"	1225	452	....	30	10	40	6	10
3/4	3/33	1148	"	1176	428	....	30	6	36	7	5
3/5	1/33	1072	"	1090	441	....	32	1	33	5	55
3/6	1/33	1133	"	1266	496	....	34	5	39	6	20
3/6	2/33	1146	"	1008	237	....	19	22	41	6	50
3/6	3/33	1026	"	1142	406	....	29	10	39	7	14
3/6	4/33	1089	"	1086	483	....	27	5	32	5	40
3/7	1/33	1031	"	1177	490	....	31	4	35	8	35

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist.				Time between terminals.	
						Citrus.	Other freight.	Empties, including way cars.	Total.	Hours.	Min.
3/7	2/33	1050	"	1123	389	....	21	17	38	8	25
	17	....	....	19588	8047	....	486	118	604	113	14
3/1	Ex.	1014	"	679	....	....	....	33	33	6	50
3/1	Ex.	1050	"	1257	614	....	33	1	34	6	35
3/1	Ex.	1131	"	1070	466	....	32	1	33	7	30
3/2	Ex.	1089	"	1221	589	....	32	1	33	6	10
3/3	Ex.	1021	"	1203	477	....	20	20	40	9	15
3/3	Ex.	1031	"	1123	531	....	31	1	32	7	30
3/3	Ex.	1096	"	1078	281	....	17	23	40	6	35
3/3	Ex.	198	750	458	189	....	8	7	15	7	40
3/4	Ex.	1031	1400	802	334	....	18	20	38	7	45
3/4	Ex. 1/33	1071	"	1190	438	....	27	12	39	6	30
3/5	Ex.	1089	"	1036	274	....	18	20	38	5	55
3/5	Ex. 5/33	1101	"	1181	473	....	30	3	33	7	00
3/5	Ex.	1021	"	1087	198	....	16	35	51	7	40
3/5	Ex.	1027	"	1252	492	....	35	2	37	5	55
3/6	Ex.	1116	"	1015	447	....	27	5	32	6	45
3/7	Ex.	1097	"	1204	518	....	34	1	35	6	10
3/7	Ex.	1026	"	1257	569	....	33	2	35	8	10
3/7	Ex.	1133	"	1106	489	....	33	1	34	5	25
	18	....	....	19219	7379	....	444	118	632	125	18
									Ave.	6	49

503 *S. K. of T. Division between Canadian and Amarillo.*

1	1/33	1110	1400	1181	554	0	32	1	33	8	30
	D. H.	1116	"	....	....	....	....	....	....	....	..
1	"	1077	"	1220	530	0	32	1	33	7	00
	H. 22	0239	540	....	....	....	....	....	....	....	..
2		1017	1400	1178	525	0	24	9	33	10	05
3		1124	"	1198	549	0	31	1	32	6	20
4		1101	"	1157	550	0	34	1	35	6	10
	H. 22	187	750	....	....	....	....	....	....	....	..
5		1124	1400	1133	395	0	32	6	38	6	50
	H. 22	497	800	....	....	....	....	....	....	....	..
6		1126	1400	1009	434	0	31	1	32	6	55
	H. 22	0239	540	....	....	....	....	....	....	....	..
6		1152	1400	995	414	0	29	1	30	6	10
7		1142	"	1116	488	0	38	1	39	8	20
	H. 22	497	800	....	....	....	....	....	....	....	..
7		1135	1400	1159	476	0	37	1	38	11	40
									Ave.	7	48
	10	....	....	11345	4915	....	320	23	343	81	288

504 *S. K. of T. Division between Canadian and Amarillo.*

1	2/33	1141	1400	1132	386	0	21	18	39	8	30
2		1072	"	997	400	0	23	12	35	7	20
6		1080	"	1059	472	0	28	9	37	7	45
									Ave.	7	52
	3			3188	1258	....	72	39	111	29	147

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
1	X	1117	1400	1196	481	0	36	1	37	7	25
1	X	1119	"	1103	513	0	29	3	32	8	15
	D. H.	1017	"	....	....	....	....	....	....	....	..
1	X	222	750	1204	594	0	33	1	34	7	55
	D. H.	1084	1400	....	....	....	....	....	....	....	..
2	X	1101	"	1210	560	0	32	2	34	6	00
2	X	1080	"	1117	531	0	30	1	31	7	25
2	X	1148	"	1114	505	0	31	1	32	6	55
3	X	1148	"	1178	403	0	27	12	39	9	25
	H.	1084	"	1207	307	0	20	24	44	8	25
3	X	1126	"	....	....	....	....	....	....	....	..
3	X 28 m.	1084	"	1200	572	0	31	1	32	11	35
	70 m.	1097	"	....	....	....	....	....	....	....	..
4	X	1116	"	1088	488	0	32	3	35	7	50
4	X	1142	"	1053	421	0	28	6	34	7	50
4	X	1027	"	1068	513	0	26	5	31	6	30
5	X	1146	1400	1215	518	0	33	3	36	8	35
5	X	1133	"	978	268	0	25	11	36	7	40
5	X	1101	"	1169	472	0	36	1	37	6	15
6	X	1117	"	1036	247	0	17	26	43	8	00
6	X	1124	"	1104	376	0	29	9	38	7	25
6	X	1097	"	1097	475	0	33	3	36	7	25
7	X	1096	"	1183	546	0	32	1	33	6	50
7	X	1126	"	1125	393	0	22	17	39	6	00

7	X 1148	"	1216	603	0	32	1	33	9	20	
7	X 1072	"	1132	506	0	34	1	35	7	20	
			23879	10292	....	637	143	780	160	620	
								Ave.	7	45	
	22										
506	*Waynoka S. K. of T. Division between Waynoka and Canadian.*										
1	2/33 .....{1142	1000	1101	313	0	21	18	39	6	15	
	H. 22..... 497	800	....	....	....	....	....	....	...	..	
2	{1126	1000	1098	533	0	25	7	32	6	35	
	H. 22..... 169	450	....	....	....	....	....	....	..	..	
3	{1142	1000	1177	411	0	28	11	39	6	10	
	H. 22..... 497	800	....	....	....	....	....	....	...	..	
4	1050	1000	1062	292	0	19	20	39	6	30	
5	{1097	"	1100	255	0	17	26	43	7	15	
	H. 22..... 497	800	....	....	....	....	....	....	...	..	
6	{1096	1000	1067	495	0	29	4	33	7	50	
	H. 22..... 187	450	....	....	....	....	....	....	...	..	
7	{1027	1000	1168	509	0	27	9	36	7	35	
	H. 22.....}0239	350	....	....	....	....	....	....	...	..	
			7772	2808	....	166	95	Ave. 261	6	53	
									...	..	
									51	190	
507	*Waynoka S. K. of T. Division between Waynoka and Canadian.*										
1	X 1080	1000	1110	727	0	18	1	19	8	40	
1	X 1101	"	1247	566	....	32	1	33	6	00	
1	X .....{1148	"	1810	515	0	31	2	33	8	35	
	Helper 22.....}0239	350	....	....	....	....	....	....	...	..	

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
2	X	1027	1000	1080	506	0	29	1	30	6	10
	Helper 22	1117	"	....	....	....	....	....	....	..	..
2	X	1072	"	1168	552	0	32	1	33	5	50
	Helper 22	497	550	....	....	....	....	....	....	..	..
3	X	1135	1000	1251	546	0	31	4	35	7	30
	Helper 22	187	450	....	....	....	....	....	....	..	..
4	X	1126	1000	1225	323	0	31	11	42	8	45
5	X	1142	"	1122	462	0	32	3	35	10	15
	Helper 22	187	450	....	....	....	....	....	....	..	..
5	X	1017	1000	1166	533	0	33	3	36	8	55
6	X	1148	"	1218	554	0	33	1	34	11	50
	Helper 22	187	450	....	....	....	....	....	....	..	..
6	X	1135	1000	1288	584	0	37	1	38	10	35
7	X	1141	"	1247	630	0	33	1	34	7	55
	Helper 22	187	450	....	....	....	....	....	....	..	..
										Av. 8	25
	12	....	....	14932	6498	....	372	30	402	100	475
508	*Waynoka S. K. of T. Division between Waynoka and Canadian.*										
2	3/33	1135	1000	1183	491	0	24	13	37	7	15
	H.	497	800	....	....	....	....	....	....	..	..
4		1146	1000	1234	519	0	35	1	36	7	10
	H.	497	800	....	....	....	....	....	....	..	..
3		1027	1000	1182	426	0	30	10	40	7	05
5		1080	"	1011	419	0	31	4	35	9	50

7	H.	187	450	....	....	....	....	....	....	....	9	15
		1071	1000	1134	490	0	31	5	36 Ave.	8	07	
	5	....	....	5744	2345	....	151	33	184	....	39	95
509	*Waynoka S. K. of T. Division between Waynoka and Canadian.*											
2	5/33	1117	1000	1225	661	0	33	1	34	10	20	
3	"	1082	"	1178	617	0	31	1	32	8	55	
	H.	497	800	....	....	....	....	....	....	....	..	
6		1072	1000	1257	409	0	24	17	41	7	55	
	H.	497	800	....	....	....	....	....	....	....	..	
7		1117	1000	981	480	0	26	4	30	8	35	
	4	....	....	4641	2167	....	114	23	Ave. 137	8	56	
										41	221	
510	*Between Wellington and Waynoka.*											
1	X	236	850	505	252	....	21	9	30	13	40	
1		489	1000	507	280	....	18	7	25	8	35	
1		1064	1500	1375	618	....	39	1	40	7	35	
2		233	850	594	56	....	6	22	28	7	00	
2		223	"	684	144	....	10	19	29	7	20	
2		245	"	664	345	....	32	11	43	12	50	
2		1123	1500	1602	716	....	51	2	53	9	05	
3		1090	"	1557	701	....	42	1	43	8	40	
3												

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
3		1020	"	1606	872	....	39	3	42	8	55
3		236	850	694	273	....	16	11	27	12	00
4		221	"	811	351	....	23	1	24	8	10
4		1064	1500	1288	481	....	38	23	61	13	15
4		231	850	657	118	....	7	26	33	9	00
4		245	"	576	331	....	25	3	28	13	45
5		411	1000	376	166	....	27	8	35	14	30
6		1104	1500	1301	546	....	40	4	44	8	35
6		223	850	722	241	....	13	13	26	8	30
6		1088	1500	1415	593	....	39	3	42	7	00
6		1064	"	1477	709	....	37	4	41	7	10
6		242	850	585	294	....	33	4	37	13	05
6		245	"	472	223	....	25	1	26	14	25
7		229	"	459	232	....	26	6	32	15	00
7		1115	1500	711	237	....	15	45	60	9	45
	23								Ave.	9	54
				20062	8779	....	622	227	849	209	530
511		*Pan Handle Division between Wellington and Waynoka.*									
1	1/83	1115	1500	1450	729	....	36	1	37	7	05
2		1123	"	1499	764	....	39	1	40	6	25
4		1115	"	1526	614	....	45	1	46	7	45
5		233	850	751	324	....	23	2	25	7	20

6		1115	1500	1485	605	....	41	3	44	9	15
7		1123	"	1458	610	....	43	1	44	6	55
1	2/33	1090	1500	1405	642	....	38	1	39	7	25
2	"	1020	"	1394	638	....	38	1	39	6	30
3		1064	"	1480	574	....	36	12	48	7	05
5		363	900	751	289	....	18	5	23	7	35
6		1090	1500	1432	590	....	40	4	44	7	55
7		1020	"	1502	632	....	35	9	44	7	35
2	3/33	242	850	789	233	....	16	13	29	8	50
3		1088	1500	1601	628	....	42	8	50	7	10
4		242	850	771	341	....	32	1	23	7	05
5		1123	1500	1512	575	....	40	6	46	7	20
6		237	850	732	379	....	21	1	22	11	50
7		489	1000	1029	390	....	28	6	34	8	25
2	4/33	1115	1500	1531	444	....	33	26	59	9	25
4		223	850	772	219	....	19	11	30	6	55
5		1020	1500	1403	357	....	29	25	54	8	40
7		221	850	779	439	....	19	1	20	8	00
4	5/33	1090	1500	1364	603	....	40	3	43	7	25
5		489	1000	1045	506	....	34	2	36	10	00
									Ave.	7	55
	24	....	....	29461	12125	....	775	144	919	179	655

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist.				Time between terminals.	
						Citrus.	Other freight.	Empties, including way cars.	Total.	Hours.	Min.
Mar. 6	Extra	1139	1223	1037	135	....	8	46	54	11	15
" "	"	1130	1258	1420	629	....	41	1	42	10	00
" "	"	1136	1245	1369	556	....	45	1	46	8	45
" "	"	1065	1198	1222	408	....	40	22	62	10	35
Mar. 1	1/33	1070	1265	1491	758	....	39	1	40	9	25
" 1	2/33	1068	"	1367	610	....	39	1	40	9	00
" "	3/33	1143	1240	1049	174	....	11	38	49	12	10
" "	4/33	1060	1270	1061	362	....	26	12	38	10	00
" 1	5/33	1092	1275	975	251	....	17	19	36	7	40
Mar. 2	1/33	1063	1258	1523	698	....	41	1	42	10	20
" "	2/33	1065	1240	1342	513	....	31	12	43	7	20
" "	3/33	1140	1265	1229	487	....	39	1	40	7	20
" "	4/33	1144	1250	824	479	....	34	10	44	8	35
Mar. 3	1/33	1060	1265	1376	553	....	40	1	41	8	45
" "	2/33	1104	1275	1298	579	....	36	1	37	7	45
" "	3/33	1120	1235	1302	385	....	38	12	50	8	50
" 3	4/33	1103	1265	1409	599	....	37	4	41	9	55
" 4	1/33	1065	"	1322	564	....	38	1	39	8	30
" "	2/33	1074	1250	1453	564	....	40	4	44	8	40
" "	3/33	1140	1230	1321	317	....	29	24	53	9	45
" "	4/33	1144	1265	1338	641	....	35	5	40	10	10
" 5	1/33	1104	"	1317	548	....	39	1	40	9	05
" "	2/33	1108	"	1335	596	....	36	4	40	8	20

"	"	3/33	1143	1258	1497	723	....	38	4	42	10	20	
Mar.	6	1/33	1120	1270	1426	694	....	37	1	38	8	55	
"	"	2/33	1073	1250	1408	595	....	42	1	43	8	40	
"	"	3/33	1144	1258	1416	640	....	38	4	42	8	20	
"	"	4/33	1015	1230	1383	652	....	50	2	52	9	20	
"	"	5/33	1092	1265	1539	815	....	37	2	39	9	20	
"	7	1/33	1143	"	1361	537	....	39	1	40	9	25	
"	"	2/33	1130	1250	1419	559	....	37	7	44	8	20	
"	"	3/33	1065	1258	1535	679	....	41	1	42	8	40	
		32	....	....	42363	17300	....	1138	245	1383	279	390	
										Ave.	9	10	

513 *Eastern Division between Argentine and Emporia via North Ottawa.*

3/3	Ex.	1035	1717	1119	619	....	29	2	31	7	20	
3	D. H. "	1881	1890	....	....	....	....	....	....	....	..	

514 *Eastern Division between Argentine and Emporia via North Ottawa.*

3/1	Ex.	1880	1755	1393	435	....	47	12	59	7	20
2	"	1882	1780	1471	463	....	25	29	54	8	5
3	"	1880	1706	1559	668	....	46	20	66	7	25
4	"	1838	1683	1587	660	....	60	2	62	6	25
5	"	1838	1620	1529	133	....	29	46	75	11	15
5	"	1887	1830	1487	737	....	29	16	45	13	35
7	"	1880	1670	1634	707	....	53	21	74	8	45
7	"	1840	1780	1209	401	....	42	3	45	6	..
	8	....	....	11819	4204	....	331	149	480	68	170
									Ave.	8	36

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist.				Time between terminals.	
						Citrus.	Other freight.	Empties, including way cars.	Total.	Hours.	Min.
3/1	33	1837	1790	1580	530	....	33	18	51	6	50
1	"	1843	1820	510	....	....	....	38	38	8	40
1	"	1887	1830	1606	727	....	43	1	44	6	45
1	"	1838	1780	1623	815	....	43	1	44	7	15
2	"	1886	1850	934	666	....	39	3	42	6	25
2	"	1885	1790	1498	563	....	39	12	51	10	40
2	"	1874	1810	1672	770	....	46	1	47	6	25
3	"	1882	1780	1479	453	....	41	13	54	6	5
3	"	1091	1645	1646	695	....	46	1	47	7	15
3	"	1837	1780	1547	685	....	44	1	45	8	25
3	"	1836	"	....	....	....	....	....	....	....	..
4	"	1839	1770	1499	598	....	42	4	46	6	30
4	"	1880	1790	1336	332	....	29	24	53	6	50
4	"	1887	1830	1471	574	....	43	1	44	6	40
5	"	1881	"	1528	660	....	41	4	45	6	35
5	"	1841	"	1486	612	....	43	1	44	8	10
5	"	1879	1780	1697	689	....	52	2	54	8	35
5	"	1882	1830	1439	622	....	42	1	43	6	15
6	"	1875	1850	1438	644	....	38	4	42	6	5
6	"	1877	1870	1276	517	....	37	1	38	5	35
6	"	1839	1780	1417	599	....	42	1	43	5	55
6	"	1874	1830	1589	785	....	42	1	43	7	5
7	"	1091	1685	1473	613	....	41	1	42	6	30
7	"	1035	1657	1457	577	....	38	7	45	8	20

7	"	1884	1830	....	....	....	....	....	....	...	..	
7	"	1879	"	1548	663	....	43	1	44	7	5	
7	"	1842	1760	1461	569	....	41	8	49	9	30	
	25	....	....	36210	14958	....	988	150	1138	169	695	
									Ave.	7	13	

516 *Eastern Division between Argentine and Emporia via North Ottawa.*

3/1	31	1842	1780	1359	564	....	42	1	43	6	5	
2	"	1866	1830	1288	448	....	44	1	45	6	..	
	"	1884	1820	1446	644	....	45	1	46	8	15	
3	" D. H.....	1837	1770	....	....	....	....	....	....	...	..	
3	"	1885	1800	1496	567	....	47	3	50	10	32	
3	" Helpers.....	1874	"	....	....	....	....	....	....	...	..	
4	"	1842	1720	1763	741	....	54	1	55	7	15	
5	"	1877	1810	1566	705	....	46	1	47	6	5	
6	"	1840	1780	1497	686	....	44	1	45	7	30	
7	"	1099	1665	1333	535	....	43	1	44	6	30	
	8	....	....	11748	4790	....	365	10	375	56	132	
									Ave.	7	16	

517 *Eastern Division between Argentine and Emporia via North Ottawa.*

3/1	35	1841	1760	1264	402	....	47	1	48	7	30	
2	"	1838	1770	1167	373	....	45	1	46	5	50	
3	"	1099	1665	1139	32	....	44	1	45	8	15	
3	D. H.....	1874	1830	....	....	....	....	....	....	...	..	
4	"	1837	1780	1220	397	....	44	1	45	7	15	
5	"	1884	1810	1266	387	....	48	1	49	6	45	

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
6	"	1881	1830	1502	625	....	43	1	44	6	45
7	"	1882	1820	1143	304	....	45	1	46	6	20
	7	....	....	8701	2520	....	316	7	323	42	220
									Ave.	6	57
518	*Eastern Division between Argentine and Emporia via North Ottawa.*										
3/1	37	1836	1780	1357	553	....	44	1	45	7	40
2	"	1887	1810	1265	393	....	38	11	49	8	12
4	"	1843	1760	1345	467	....	48	1	49	7	55
5	"	1885	1790	1461	564	....	50	1	51	8	15
7	"	1886	1830	1417	561	....	44	1	45	6	40
	5	....	....	6845	2538	....	224	15	239	36	162
									Ave.	7	44
519	*Eastern Division between Argentine and Ottawa.*										
3/4	93	1099	1615	1362	487	....	22	32	54	8	25
5	"	1099	1625	1378	601	....	25	26	51	6	32
	2	....	....	2740	1088	....	47	58	105	14	57
									Ave.	7	28

520 *Eastern Division between Argentine and Emporia via North Ottawa.*

3/1	93	1091	1625	1771	963	....	39	14	53	13	..
2	"	1839	1730	1560	615	....	23	31	54	13	25
3	"	1841	1760	1730	720	....	42	5	47	9	25
	3	....	....	5061	2298	....	104	50	154	35	50
									Ave.	11	56

521 *Missouri Division between Marceline and Argentine.*

1	1/33	1831	1624	1129	367	....	37	1	38	7	40
2	"	1825	1635	1320	647	....	35	1	36	8	00
3	"	1823	1588	1273	438	....	38	5	43	7	30
4	"	1825	1635	1244	595	....	36	1	37	6	30
5	"	1819	1613	1294	484	....	38	3	41	6	40
6	"	1800	1588	1314	489	....	42	2	44	9	20
7	"	1825	1635	1352	642	....	35	2	37	6	25
1	2/33	1823	1624	1199	435	....	37	1	38	7	35
3	"	1833	1635	1153	471	....	36	1	37	8	10
3	"	1817	1588	1225	372	....	36	8	44	7	10
3	"	1829	1563	1214	370	....	36	11	47	6	00
4	"	1821	1588	1326	508	....	43	1	44	7	20
5	"	1825	"	1287	459	....	44	1	45	8	45
7	"	1827	1600	1152	571	....	41	1	42	9	40
2	3/33	1816	1635	1244	530	....	36	1	37	7	10
4	"	1815	1588	1395	563	....	44	1	45	8	00
1	39	1821	1600	1319	572	....	41	1	42	8	10
2	"	1827	1635	1188	526	....	34	3	37	7	35

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist.				Time between terminals.	
						Citrus.	Other freight.	Empties, including way cars.	Total.	Hours.	Min.
3	"	1831	1588	1181	485	....	26	17	43	7	30
6	"	1831	1600	1308	471	....	41	1	42	8	00
7	"	1819	1613	1357	604	....	38	1	39	7	35
4	1/39	1817	1588	1218	444	....	37	7	44	7	25
5	"	1833	1635	1346	684	....	35	1	36	7	45
4	2/39	1829	1498	805	490	....	33	28	61	8	00
5	"	1815	1506	1135	350	....	32	26	58	8	10
	25	....	....	30978	12567	....	931	126	1057	179	545
									Ave.	7	41

522 *Missouri Division between Marceline and Argentine.*

1	Extra	1828	1650	1481	903	....	29	3	32	7	50
"	"	1825	1613	1374	595	....	39	1	40	9	00
"	"	1820	"	1193	427	....	19	21	40	8	45
"	"	1829	1650	1492	931	....	30	1	31	7	08
2	"	1829	1613	463	36	....	4	37	41	11	50
"	"	1819	1642	1538	960	....	33	1	34	7	20
"	"	1815	1600	1439	682	....	41	1	42	7	43
"	"	1833	1650	1153	497	....	30	2	32	9	10

3	"	.....	1820	1588	1582	900	....	29	16	45	11	10
"	"	.....	1878	1563	1412	591	....	46	1	47	8	55
"	"	.....	1816	1613	1304	541	....	40	1	41	7	40
"	"	.....	1800	1635	1573	902	....	36	1	37	8	05
"	"	.....	1821	1650	1472	875	....	30	3	33	7	45
"	"	108.....	1828	1624	1358	757	....	26	12	38	10	15
"	"	108.....	590	1230	....	....	....	....	....	....	....	..
4	"	.....	1819	1635	1263	602	....	36	1	37	6	20
5	"	.....	1824	1650	1407	929	....	24	1	25	8	15
"	"	.....	1823	"	1581	1061	....	26	2	28	9	40
"	"	.....	1831	1635	1115	699	....	34	1	35	5	35
"	"	.....	1816	1588	1299	468	....	44	1	45	6	45
"	"	.....	1800	1588	1266	445	....	42	1	43	10	20
"	"	.....	1827	1513	1376	725	....	39	18	57	12	45
6	"	.....	1824	1563	1552	763	....	28	19	47	12	40
"	"	.....	1829	1650	1597	1222	....	24	4	28	7	15
"	"	.....	1821	1613	1201	543	....	39	1	40	6	45
"	"	.....	1878	"	1329	575	....	38	1	39	8	15
"	"	.....	1816	1600	1305	588	....	40	1	41	9	40
"	"	.....	1817	1498	1467	662	....	35	26	61	14	20
7	"	.....	1833	1613	1186	501	....	23	18	41	8	55
"	"	.....	1823	1588	1286	483	....	44	1	45	8	45
"	"	.....	1815	1563	1309	578	....	44	5	49	9	35
	30	.....	....	....	40373	20441	....	983	212	1195	253	976
										Ave.	8	57

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist.				Time between terminals.	
						Citrus.	Other freight.	Empties, including way cars.	Total.	Hours.	Min.
1	39	1806	1563	1271	551	....	37	1	38	6	50
2	"	1811	1575	1267	578	....	34	2	36	6	10
3	"	1809	1525	1356	504	....	26	17	43	8	45
4	"	1803	"	1325	353	....	18	27	45	7	20
5	"	1805	1513	1235	348	....	20	26	46	7	45
6	"	1812	1550	1315	553	....	37	2	39	6	30
7	" 18	1828	1575	1280	655	....	34	1	35	9	00
"	" 95	1812	"	....	....	....	....	....	....	....	..
1	1/39	1835	1575	1302	647	....	34	1	35	6	52
1	1/33	1803	1575	1111	390	....	36	1	37	4	35
2	"	1822	"	1317	644	....	35	1	36	7	33
3	"	1826	1525	1230	437	....	38	5	43	6	40
4	"	1809	1563	1264	602	....	37	1	38	5	56
5	"	1803	1550	1296	415	....	38	3	41	7	40
6	"	1826	1538	1291	465	....	41	1	42	7	55
7	"	1830	1575	1292	620	....	34	1	35	7	00
1	2/33	1812	1550	1249	470	....	38	1	39	6	10
2	"	1814	1525	1316	418	....	36	8	44	7	07
3	"	1811	1550	1259	369	....	37	2	39	6	15
5	"	1878	1525	1297	453	....	43	1	44	5	30
6	"	1806	1538	1293	496	....	41	1	42	7	55
4	"	1830	1550	1286	482	....	40	1	41	5	40

1	3/33	.....	1809	1575	1244	373	....	36	1	37	8	40
2	"	.....	1805	1513	1242	361	....	35	11	46	8	00
3	"	.....	1813	1550	1294	517	....	39	2	41	7	08
4	"	.....	1826	1525	1321	498	....	44	1	45	10	32
6	"	.....	1835	1550	1290	551	....	40	1	41	7	53
4	4/33	.....	1812	1525	1299	467	....	44	1	45	10	08
6	"	.....	1805	1500	1292	481	....	46	1	47	7	55
4	5/33	.....	1806	1575	1299	579	....	34	1	35	11	30
6	"	.....	1811	1550	1301	525	....	22	18	40	9	35
	36	.....	....	....	36434	14802	....	1074	141	1215	211	924
										Ave.	7	33

524 *Missouri Division between Shopton and Marceline.*

1	Extra	.....	1835	1563	1464	794	....	28	10	38	9	20
1	"	.....	1805	1610	1375	879	....	28	2	30	8	18
1	"	.....	1830	1550	1182	528	....	40	1	41	10	52
2	"	113.....	1800	1550	1604	797	....	27	12	39	8	15
"	"	113.....	590	1122	....	....	....	....	....	....	....	..
"	"	.....	1826	1550	1399	666	....	38	2	40	7	45
"	"	.....	1813	1588	1388	810	....	27	7	34	10	00
"	"	.....	1878	1575	1537	900	....	26	10	36	12	25
"	"	.....	1806	1620	1603	1122	....	27	1	28	11	30
3	"	.....	1830	1525	1521	539	....	14	31	45	8	45
"	"	.....	1835	1575	1262	598	....	36	1	37	9	40
"	"	.....	1803	1525	1285	515	....	43	1	44	7	05
"	"	.....	1812	1550	1289	534	....	40	1	41	7	24

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
4	" 9	1814	1600	1400	753	....	20	13	33	11	30
"	" 104	1805	"	....	....	....	....	....	....	....	..
"	" 18	1822	1513	1351	512	....	39	7	46	13	10
"	" 95	1814	"	....	....	....	....	....	....	....	..
5	"	1814	1550	1448	725	....	22	17	39	12	20
"	"	1813	1513	1528	637	....	20	26	46	12	25
"	"	1811	1620	1377	967	....	23	1	24	8	15
6	"	1809	1550	1276	509	....	39	1	40	10	00
"	"	1830	"	1318	584	....	38	1	39	6	08
7	"	1822	1620	955	682	....	25	1	26	14	55
"	" 9	1812	1550	1514	837	....	27	12	39	9	20
"	" 104	1809	"	....	....	....	....	....	....	....	..
"	"	1832	1620	969	573	....	19	1	20	9	49
"	"	1814	1575	1512	894	....	36	1	37	8	50
"	"	1813	"	1292	611	....	36	1	37	11	10
"	"	1828	"	1450	733	....	28	9	37	13	05
"	"	1803	1550	1265	507	....	35	6	41	9	00
"	"	1826	1575	1263	629	....	33	2	35	11	05
	27	....	....	36845	18834	....	814	178	992	262	611
									Ave.	10	05

Mar. 1	1/33	588	1511	1074	361	0	37	1	38	6	58
	Helper 8 mi	572	"	....	....	....	....	....	....	....	..
"	2/33	589	1524	1047	383	0	34	1	35	6	55
	Helper 8 mi	598	"	....	....	....	....	....	....	....	..
"	3/33	1054	1820	1070	396	0	35	1	36	6	..
	Helper 8 mi	598	1524	....	....	....	....	....	....	....	..
"	4/33	584	1446	1340	690	0	48	1	49	7	55
	Helper 8 mi	607	"	....	....	....	....	....	....	....	..
"	5/33	568	1537	1307	714	0	33	1	34	6	50
	Helper 8 mi	580	"	....	....	....	....	....	....	....	..
Mar. 2	1/33	608	1524	1114	445	0	35	1	36	7	35
	Helper 8 mi	572	"	....	....	....	....	....	....	....	..
"	2/33	577	1537	992	362	0	33	1	34	8	5
	Helper 8 mi	572	"	....	....	....	....	....	....	....	..
"	3/33	566	1524	1065	360	0	35	1	36	7	45
	Helper 8 mi	576	"	....	....	....	....	....	....	....	..
"	4/33	574	1420	1378	608	0	50	1	51	7	20
	Helper 8 mi	572	"	....	....	....	....	....	....	....	..
"	5/33	589	1498	1301	542	0	39	1	40	6	55
	Helper 8 mi	572	"	....	....	....	....	....	....	....	..
Mar. 3	1/33	1066	1820	1022	391	0	34	1	35	5	55
	Helper 8 mi	603	1524	....	....	....	....	....	....	....	..
"	2/33	575	"	909	267	0	34	1	35	6	5
	Helper 8 mi	572	"	....	....	....	....	....	....	....	..
"	3/33	612	1498	1320	622	0	38	1	39	6	25
	Helper 8 mi	572	"	....	....	....	....	....	....	....	..

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
Mar. 4	1/33	578	1498	1195	422	0	40	1	41	5	5
	Helper 8 mi.	603	"	....	....	....	....	....	....	....	..
"	2/33	589	1446	1284	442	0	48	1	49	5	45
	Helper 8 mi.	572	"	....	....	....	....	....	....	....	..
"	3/33	584	1524	1005	345	0	36	1	37	6	..
	Helper 8 mi.	603	"	....	....	....	....	....	....	....	..
"	4/33	1818	1575	1306	692	0	34	1	35	6	..
	Helper 8 mi.	572	1524	....	....	....	....	....	....	....	..
Mar. 5	1/33, 8 mi.	587	1485	....	....	....	....	....	....	....	..
	97 mi.	615	"	1254	443	0	41	1	42	10	..
	Helper 8 mi.	572	"	....	....	....	....	....	....	....	..
Mar. 6	1/33	752	1630	1087	338	0	37	1	38	8	30
	Helper 8 mi.	603	1511	....	....	....	....	....	....	....	..
"	2/33	1801	1470	1570	629	0	37	14	51	6	35
	Helper 8 mi.	572	1420	....	....	....	....	....	....	....	..
"	3/33	566	1459	1200	455	0	45	1	46	8	5
	Helper 8 mi.	572	"	....	....	....	....	....	....	....	..
"	5/33	575	1511	1203	741	0	37	1	38	6	25
	Helper 8 mi.	603	"	....	....	....	....	....	....	....	..
	23	....	....	26043	10748	....	840	35	875	143	608

Mar. 7	1/33	609	1472	....	....	....	....	....	....	....	..
	H. D.	350	1230	1494	741	0	43	1	44	8	30
	Helper 8 mi.	572	1472	....	....	....	....	....	....	....	..
"	2/3	577	1524	1192	550	0	34	1	35	7	15
	Helper 8 mi.	572	"	....	....	....	....	....	....	....	..
									Ave.	7	02
Mar. 1	39	615	1524	1297	587	0	32	3	35	10	30
	Helper 8 mi.	577	"	....	....	....	....	....	....	....	..
Mar. 3	39	568	1485	1261	468	0	19	23	42	10	10
	Helper 8 mi.	603	"	....	....	....	....	....	....	....	..
"	39	609	1524	1040	352	0	36	1	37	7	55
	Helper 8 mi.	603	"	....	....	....	....	....	....	....	..
Mar. 4	1/39	579	1511	1599	915	0	35	3	38	8	15
	Helper 8 mi.	1100	1807	....	....	....	....	....	....	....	..
"	2/39	574	1511	1254	652	0	37	1	38	10	15
	Helper 8 mi.	572	"	....	....	....	....	....	....	....	..
Mar. 5	1/39	568	1537	1187	531	0	28	6	34	6	40
	Helper 8 mi.	1100	1820	....	....	....	....	....	....	....	..
"	2/39	575	1472	1488	698	0	27	17	44	7	..
	Helper 8 mi.	603	"	....	....	....	....	....	....	....	..
"	3/39	612	1485	1262	483	0	41	1	42	7	30
	Helper 8 mi.	603	"	....	....	....	....	....	....	....	..
Mar. 6	1/39	1818	1550	1374	594	0	39	1	40	7	10
	Helper 8 mi.	603	1498	....	....	....	....	....	....	....	..
"	2/39	577	1420	1336	406	0	51	1	52	9	25
	Helper 8 mi.	572	"	....	....	....	....	....	....	....	..

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
Mar. 7	39	606	1550	1126	519	0	32	1	33	7	..
	Helper 8 mi.	572	"	....	....	....	....	....	....	....	..
									Ave.	8	21
Mar. 1	Extra	609	1498	1579	846	0	23	17	40	14	50
	Helper 8 mi.	572	"	....	....	....	....	....	....	....	..
"	Extra	587	1550	1472	967	0	31	1	32	12	40
	Helper 8 mi.	577	"	....	....	....	....	....	....	....	..
"	Extra	575	"	1531	1033	0	25	1	26	7	55
	Helper 8 mi.	580	"	....	....	....	....	....	....	....	..
Mar. 2	Extra	1818	1500	1809	1120	0	32	15	47	8	50
	Helper 8 mi.	603	1446	....	....	....	....	....	....	....	..
	Extra	578	1550	1560	1108	0	23	1	24	7	35
	Helper 8 mi.	572	"	....	....	....	....	....	....	....	..
	Extra	588	1498	1413	695	0	20	21	41	9	45
	Helper 8 mi.	572	"	....	....	....	....	....	....	....	..
	Extra	1801	1500	1689	761	0	18	29	47	11	30
	Helper 8 mi.	572	1446	....	....	....	....	....	....	....	..
Mar. 3	Extra	1054	1820	1671	1154	0	32	2	34	10	50
	Helper 8 mi.	583	1537	....	....	....	....	....	....	....	..
	21	....	....	29634	15180	....	659	146	805	196	653

Mar. 3	Extra	587	1524	1593	1084	0	36	1	37	8	50
	Helper 8 mi.	572	"	....	....	....	....	....	....	....	..
"	Extra	615	1446	1451	582	0	33	14	47	6	25
	Helper 8 mi.	572	"	....	....	....	....	....	....	....	..
"	Extra	584	1550	1506	974	0	28	1	29	10	5
	Helper 8 mi.	572	"	....	....	....	....	....	....	....	..
"	Extra	606	"	1367	822	0	27	3	30	10	30
	Helper 8 mi.	572	"	....	....	....	....	....	....	....	..
Mar. 4	Extra	1066	1716	1905	945	0	28	24	52	11	55
	Helper 8 mi.	572	1420	....	....	....	....	....	....	....	..
"	Extra	577	"	1500	740	0	31	20	51	8	50
	Helper 8 mi.	572	"	....	....	....	....	....	....	....	..
"	Extra	566	1485	1225	453	0	16	26	42	8	15
	Helper 8 mi.	583	"	....	....	....	....	....	....	....	..
"	Extra	1801	1575	1942	1413	0	35	1	36	7	35
	Helper 8 mi.	603	1524	....	....	....	....	....	....	....	..
Mar. 5	Extra	578	1537	1725	1126	0	33	1	34	6	55
	Helper 8 mi.	603	"	....	....	....	....	....	....	....	..
"	Extra	589	1524	1719	1169	0	35	2	37	8	55
	Helper 8 mi.	603	"	....	....	....	....	....	....	....	..
"	Extra	588	1472	1419	660	0	43	1	44	7	27
	Helper 8 mi.	603	"	....	....	....	....	....	....	....	..
"	Extra	606	1550	1568	1195	0	31	1	32	7	50
	Helper 8 mi.	603	"	....	....	....	....	....	....	....	..
"	Extra	609	1498	1351	589	0	39	1	40	7	..
	Helper 8 mi.	572	"	....	....	....	....	....	....	....	..

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
"	Extra	587	1550	1267	848	0	29	1	30	6	25
	Helper 8 mi.	572	"	....	....	....	....	....	....	....	..
"	Extra	584	1459	816	298	0	23	23	46	11	55
	Helper 8 mi.	603	"	....	....	....	....	....	....	....	..
Mar. 6	Extra	574	1472	1567	944	0	42	1	43	9	10
	Helper 8 mi.	603	"	....	....	....	....	....	....	....	..
"	Extra	568	1550	1450	940	0	25	8	33	9	25
	Helper 8 mi.	603	"	....	....	....	....	....	....	....	..
"	Extra	579	1472	1566	874	0	34	10	44	8	35
	Helper 8 mi.	572	"	....	....	....	....	....	....	....	..
"	Extra	615	1537	1377	785	0	33	1	34	9	20
	Helper 8 mi.	603	"	....	....	....	....	....	....	....	..
"	Extra	612	1511	1445	892	0	32	6	38	10	55
Mar. 7	Extra	752	1600	1628	781	0	25	19	44	9	45
	Helper 8 mi.	603	1472	....	....	....	....	....	....	....	..
"	Extra	1818	1500	1851	1162	0	32	15	47	8	55
	Helper 8 mi.	603	1446	....	....	....	....	....	....	....	..
	22	....	....	33238	19276	....	690	180	870	163	777
528	*Illinois Division between Chillicothe and Shopton.*										
Mar. 7	Extra	568	1420	....	....	....	....	....	....	....	..
	D. H.	519	1052	1439	554	0	23	30	53	8	55
	Helper 8 mi.	603	1420	....	....	....	....	....	....	....	..

	Helper 8 mi.....	603	1420	....	....	....	....	....	....	....	..
"	Extra	1801	1575	1374	732	0	37	1	38	5	20
"	Extra	587	1550	1633	1083	0	31	2	33	11	5
	Helper 8 mi.....	603	"	....	....	....	....	....	....	....	..
"	Extra	589	"	1625	1057	0	30	3	33	8	55
	Helper 8 mi.....	572	"	....	....	....	....	....	....	....	..
	4	....	....	6071	3426	....	121	36	157	32	135
									Ave.	9	12

529 *Illinois Division between Chicago and Chillicothe.*

Mar. 1	1/33	569	1767	1115	449	0	35	3	38	10	30
"	2/33	576	"	912	293	0	36	2	38	11	2
"	3/33	600	1754	983	336	0	37	2	39	11	50
Mar. 2	1/33	591	1767	1051	353	0	37	1	38	11	10
"	2/33	607	1780	1012	337	0	36	1	37	10	20
"	3/33	580	"	888	269	0	34	2	36	10	30
Mar. 3	1/33 89 miles.....	579	1741	1178	449	0	40	2	42	15	25
	40 miles	576	"	....	....	....	....	....	....	....	..
"	2/33 89 miles.....	1100	2000	1136	384	0	38	2	40	14	45
	40 miles.....	579	1754	....	....	....	....	....	....	....	..
"	3/33	600	"	1036	333	0	38	2	40	13	40
Mar. 4	1/33	610	1728	1239	469	0	41	2	43	10	30
"	2/33	596	"	1255	435	0	42	2	44	10	55
"	3/33 40 miles.....	586	"	1412	609	0	41	2	43	16	10
	89 miles	583	"	....	....	....	....	....	....	....	..

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
Mar. 5	1/33	614	1741	1203	394	0	41	1	42	8	30
"	2/33	600	1754	1078	361	0	38	1	39	10	25
"	3/33 12 miles.....	586	"	1048	406	0	39	1	40	11	30
	117 miles	569	"	....	....	....	....	....	....	....	..
Mar. 7	1/33	602	1741	1261	456	0	40	2	42	10	5
"	2/33	576	1754	1179	415	0	37	3	40	11	5
"	3/33	598	1767	1026	382	0	36	2	38	10	45
	18	.....	....	20012	7130	....	686	33	719	201	487
									Ave.	11	37
530	*Illinois Division between Corwith and Chillicothe.*										
Mar. 1	4/33	580	1780	1254	693	0	33	1	34	9	15
Mar. 2	4/33	752	1623	1195	515	0	40	1	41	9	..
" "	5/33	614	1754	1186	499	0	39	1	40	9	55
Mar. 3	4/33	581	1715	1300	590	0	45	1	46	11	30
Mar. 4	4/33	614	1780	1231	667	0	35	1	36	9	13
Mar. 5	4/33 31 miles.....	583	1728	5166	2461	0	43	1	44	12	5
	93 miles.....	752	....	....	....	....	....	....	....	....	..

Mar. 6	1/33	1054	2000	1390	691	0	36	1	37	7	47
	Helper 40 miles	350	1400	....	....	....	....	....	....	....	..
"	2/33 84 miles	586	1780	1765	815	0	34	1	35	12	..
	40 miles	604	"	....	....	....	....	....	....	....	..
"	4/33	598	"	1042	537	0	29	1	30	8	30
Mar. 7	3/33	610	1702	1311	653	0	47	1	48	10	30
Mar. 1	39	611	1780	960	449	0	33	2	35	10	30
" 2	39	598	"	919	321	0	14	20	34	8	5
" 3	39	573	1754	925	467	0	39	2	41	12	5
Mar. 1	Extra	1100	2000	1604	1151	0	25	1	26	11	20
"	"	581	1780	1700	1208	0	25	1	26	7	20
Mar. 2	"	583	1754	1575	927	0	36	5	41	10	35
"	"	610	1780	1531	1044	0	23	4	27	11	25
Mar. 3	" 84 miles	611	1728	1813	654	0	17	26	43	13	..
	40 miles	586	"	....	....	....	....	....	....	....	..
"	"	608	1624	1533	849	0	39	20	59	12	40
Mar. 4	"	569	1780	1341	858	0	35	2	37	9	50
"	"	598	"	1103	542	0	28	7	35	9	10
"	"	752	....	1279	902	0	32	1	33	10	50
Mar. 5	"	573	1741	1861	1095	0	41	1	42	10	50
"	"	581	1559	1162	642	0	70	3	73	14	10
"	"	591	1754	1144	497	0	30	1	31	11	5

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
Mar. 6	"	1066	1922	1070	464	0	41	12	53	11	55
"	"	1100	1974	1708	985	0	41	3	44	8	55
"	"	596	1780	1192	822	0	26	1	27	11	5
"	"	608	1598	1277	559	0	28	35	63	12	..
Mar. 7	"	573	1650	1660	873	0	37	20	57	10	55
"	"	581	1767	987	531	0	37	1	38	10	55
"	"	591	1754	1482	776	0	40	1	41	12	40
										326	845
	33	....	....	42666	24737	....	1118	179	1297	Ave. 10	40

531 & 532 EXHIBIT No. 55.

A., T. & S. F. Ry. System Consist of Through Trains on Main Line San Bernardino to Chicago.

1st 7 Days in Mar., 1910—Eastbound.

538 *Los Angeles Division between San B'd'no and Barstow.*

3/1	34	989	600	1467	651	21	23	1	45	7	5
	Helper 25 mi	1620	600	....	....	....	....	....	....	....	..
		1625	600	....	....	....	....	....	....	....	..
"	2/34	988	....	1888	629	40	5	15	60	6	25

	Helper 25 mi.....	1700	....	....	....	....	....	....	....	....	..
	" " "	972	600	....	....	....	....	....	....	....	..
3/2	34	1625	"	1740	699	45	6	1	52	6	30
	Helper 25 mi.....	985	"	....	....	....	....	....	....	....	..
	" " "	987	"	....	....	....	....	....	....	....	..
	" 15 "	1636	"	....	....	....	....	....	....	....	..
"	1/34	1630	"	1963	723	40	20	1	61	7	15
	Helper 25 mi.....	1700	....	....	....	....	....	....	....	....	..
	" " "	1636	600	....	....	....	....	....	....	....	..
3/3	34	985	"	1574	634	25	10	9	45	9	50
	Helper 25 mi.....	1635	600	....	....	....	....	....	....	....	..
	" " "	987	"	....	....	....	....	....	....	....	..
"	3/34	917	600	1685	744	35	10	2	47	8	5
	Helper 25 mi.....	978	"	....	....	....	....	....	....	....	..
	" 17 "	1638	"	....	....	....	....	....	....	....	..
3/4	34	987	"	1344	543	39	....	1	40	7	5
	Helper 25 mi.....	1700	....	....	....	....	....	....	....	....	..
"	1/34	1630	600	1646	628	36	15	1	52	6	50
	Helper 25 mi.....	1625	"	....	....	....	....	....	....	....	..
	" " "	1635	"	....	....	....	....	....	....	....	..
3/5	34	946	"	1958	730	42	19	1	62	7	50
	Helper 25 mi.....	1700	....	....	....	....	....	....	....	....	..
	" " "	985	"	....	....	....	....	....	....	....	..
"	2/34	1625	600	1645	668	44	3	1	48	6	45
	Helper 25 mi.....	1635	"	....	....	....	....	....	....	....	..
	" " "	978	"	....	....	....	....	....	....	....	..
3/6	34	942	"	1946	784	56	....	1	56	7	35
	Helper 25 mi.....	1700	....	....	....	....	....	....	....	....	..
	" " "	985	....	....	....	....	....	....	....	....	..

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
3/7	34	985	"	1260	683	8	25	3	36	8	35
	Helper 25 mi.....	1700	....	....	....	....	....	....	....	....	..
	12	....	....	20116	8116	431	136	37	604	89	50
									Ave.	7	26
3/1	Ex	946	600	819	315	....	6	50	56	9	10
	Helper 25 mi.....	985	500	....	....	....	....	....	....	....	..
3/2	Ex.	953	600	1192	420	....	26	30	56	11	20
	Helper 25 mi.....	1700	850	....	....	....	....	....	....	....	..
3/3	Ex. 25 mi.....	1700	850	845	285	....	15	24	39	11	12
	56 "	942	600	....	....	....	....	....	....	....	..
"	Ex.	988	....	1160	521	....	24	16	40	10	20
	Helper 25 mi.....	1700	....	....	....	....	....	....	....	....	..
"	Ex.	942	600	1665	599	....	....	....	....	....	..
	Helper 25 mi.....	1636	"	....	....	31	21	1	53	8	40
	" " "	1638	"	....	....	....	....	....	....	....	..
3/4	Ex.	953	"	835	250	....	13	23	36	13	35
	Helper 25 mi.....	978	"	....	....	....	....	....	....	....	..
"	Ex.	1636	"	1621	681	26	17	5	48	8	15
	Helper 25 mi.....	1638	"	....	....	....	....	....	....	....	..
	7	....	....	8137	3071	57	122	149	328	72	32

534 *Los Angeles Division between San B'd'no and Barstow.*

3/5	Ex.	1638	600	1589	704	17	23	6	46	10	35
	Helper 25 mi.	917	"	....	....	....	....	....	....	....	..
	" 17 "	985	"	....	....	....	....	....	....	....	..
"	Ex.	969	600	1302	455	....	23	28	51	11	30
	Helper 25 mi.	917	"	....	....	....	....	....	....	....	..
	" " "	793	....	....	....	....	....	....	....	....	..
3/6	Ex.	917	600	1652	665	48	....	1	49	7	10
	Helper 25 mi.	989	....	....	....	....	....	....	....	....	..
	" 25 "	1636	600	....	....	....	....	....	....	....	..
	" 6 "	985	"	....	....	....	....	....	....	....	..
"	Ex.	987	"	1603	589	30	20	1	51	6	45
	Helper 25 mi.	1635	600	....	....	....	....	....	....	....	..
	" " "	1630	"	....	....	....	....	....	....	....	..
"	Ex.	946	"	1605	564	....	26	5	31	7	15
	Helper 25 mi.	953	"	....	....	....	....	....	....	....	..
3/7	Ex.	989	....	910	154	....	10	34	44	12	30
	Helper 25 mi.	1635	600	....	....	....	....	....	....	....	..
"	Ex.	1630	"	936	....	....	....	52	52	8	35
	Helper 25 mi.	1635	"	....	....	....	....	....	....	....	..
7		....	....	9597	3131	95	102	127	324	64	20
									Ave citrus	8	17
									Ave. other	10	34

535 *Arizona Division between Barstow and Needles.*

March. 1	Extra	941	1600	1363	545	37	1	1	39	12	25
		1627	"	1463	904	0	27	8	35	13	45
		951	"	1099	300	0	12	36	48	13	40

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist.				Time between terminals.	
						Citrus.	Other freight.	Empties, including way cars.	Total.	Hours.	Min.
	S. L.	3640	....	1358	751	0	23	9	32	12	50
	Helper 31 miles.....	1242	....	....	....	....	....	....	....	....	..
2		945	1600	1251	378	0	13	35	48	17	15
		1642	"	1205	303	0	9	39	48	15	35
		1637	"	1388	555	36	4	1	41	12	55
	Helper 60 miles.....	956	"	....	....	....	....	....	....	....	..
		1631	"	1608	1022	0	28	3	31	14	30
3		985	1600	1390	677	0	30	9	39	14	25
		1662	1600	1568	592	23	15	7	45	14	25
		1661	"	1361	481	30	8	3	41	11	50
		979	"	1579	896	0	27	12	39	17	40
4		1642	"	1277	418	0	26	22	48	15	15
		1631	"	1571	925	0	29	3	32	16	20
		1627	"	1590	764	0	30	8	38	14	45
		941	"	1450	549	0	20	28	48	15	40
5		962	"	1544	814	0	30	13	43	12	40
		956	"	1282	627	13	19	1	33	11	50
6		1666	"	1613	785	0	33	18	51	14	02
		983	"	1376	537	39	....	2cabs	41	14	05
		940	"	1178	533	16	16	1	33	14	00
	Helper 60 mi.....	1265	....	....	....	....	....	....	....	....	..
		1627	1600	1397	575	41	0	1	42	13	15

7		951	"	1165	293	0	12	33	45	11	35
		1642	"	1383	500	0	16	32	48	15	45
		943	"	1519	687	0	24	20	44	13	50
		1631	"	1579	889	0	35	2	37	15	05
		962	"	857	....	0	0	48	48	13	05
	27	....	....	37414	16250	235	489	393	1117	382	27
	1/34										
1		1662	"	1196	668	20	17	1	38	13	25
	Helper 22 mi (Salt Lake)	3620	....	....	....	....	.....	....	....	....	..
2		962	1600	1380	509	35	7	1	43	13	50
4		940	"	1440	557	40	4	1	45	13	55
5		1637	"	1355	543	38	1	1	40	13	15
5		1661	"	1396	548	35	5	1	41	12	45
6		1662	"	1364	545	29	13	1	43	14	05
7		945	"	1388	712	8	25	1	34	12	10
3	2/34	1663	"	1358	349	31	6	2	39	12	40
4		943	"	1342	543	39	0	1	40	13	30
7		1637	"	1352	680	0	33	2	35	11	00
	3/34										
2		1661	"	1364	720	12	21	1	34	13	25
4		951	"	1378	563	25	12	4	41	13	15
	12	....	....	16313	6937	312	144	17	473	157	15

536 *Arizona Division between Barstow and Needles.*

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
	4/34										
1		943	1600	1411	688	2	35	1	38	13	20
5		979	"	1241	457	16	15	6	37	14	25
	2	....	....	2652	1145	18	50	7	75	27	45
								Ave. citrus		13	16
								Ave. other		14	26

537 *Arizona Division between Needles and Seligman.*

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
March											
1	Extra	950	1050	911	187	0	11	32	43	11	50
		971	"	969	447	0	21	7	28	11	50
		1656	"	828	15	0	0	45	45	14	45
		955	"	818	21	0	2	43	45	14	35
	D. H. Salt Lake....	3635	....	1147	514	0	15	35	50	15	59
		3669	....	....	....	....	....	....	....	....	..
	38	974	1050	895	37	0	2	44	46	16	50
	111	1632	"	....	....	....	....	....	....	....	..
2		809	650	505	222	0	13	10	23	12	05
		974	1050	993	485	0	16	12	28	12	20
		973	"	965	348	12	5	15	32	12	45
		957	"	908	378	20	5	1	26	11	05
		1665	"	959	472	3	21	1	25	13	20

	D. H. Salt Lake....	3627	....	1166	651	0	27	14	41	15	04
		3649	....	....	....	....	....	....	....	....	..
3		955	1050	901	116	0	4	41	45	12	35
		950	"	974	484	12	13	1	26	12	00
		1656	"	789	....	0	0	45	45	14	55
		1626	"	933	370	24	3	1	28	12	10
4		1663	"	997	615	0	20	1	21	12	00
		809	650	596	167	0	19	8	27	14	50
		1664	1050	1011	338	27	2	1	30	12	10
		971	"	982	345	27	1	1	29	12	55
		957	"	985	272	0	8	30	38	16	35
5		949	"	999	606	0	20	1	21	16	00
		950	"	966	458	0	20	5	25	13	05
6		1656	"	977	382	27	1	1	29	11	35
		974	"	988	336	0	11	24	35	12	45
		1657	"	1015	560	0	19	4	23	15	40
		971	"	945	384	13	14	2	29	11	30
		1665	"	949	387	16	10	1	27	15	25
7		1632	"	973	387	4	20	3	27	12	00
		809	650	445	194	0	20	10	30	14	50
		975	1050	981	342	24	4	1	29	11	10
	1/84	31	....	28470	10520	209	347	440	996	416	38
1		1638	1050	915	343	9	10	11	30	11	50
3		952	"	963	364	25	3	1	29	13	35
5		974	"	972	483	27	1	1	29	11	00

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist.				Time between terminals.	
						Citrus.	Other freight.	Empties, including way cars.	Total.	Hours.	Min.
7		952	"	967	337	25	2	1	28	11	15
2	2/34	1664	"	966	376	26	0	1	27	10	55
4		973	"	1000	428	24	5	1	30	12	30
5		952	"	893	342	24	2	1	27	11	15
6		957	"	957	376	27	0	1	28	10	27
7		1626	"	942	386	27	0	1	28	12	05
	9	....	....	8575	3385	214	23	19	256	101	232
588	*Arizona Division between Needles and Seligman.*										
3	3/34	1658	1050	925	427	18	5	2	25	11	20
5		1626	"	919	377	25	1	1	27	11	15
6		1664	"	950	326	19	3	9	31	10	15
7		1658	"	867	375	16	8	1	25	13	45
2	4/34 D. H. ..... Salt Lake	3620 3640	....	1275	778	0	24	1	25	15	10
4		1665	1050	982	272	8	9	14	31	12	10
5		1658	"	969	535	0	21	1	22	10	50

6		973	"	954	440	0	25	2	27	11	20
7		1666	"	980	387	28	0	1	29	12	25
3	5/34	972	"	1221	564	0	18	1	19	11	45
3	6/34	1632	"	973	560	4	15	1	20	11	30
5		972	"	977	300	0	12	23	35	12	25
5	7/34	1632	"	969	379	27	1	1	29	11	10
6	8/34	1663	"	994	660	0	17	1	18	15	15
	14	....	....	13955	6380	145	159	59	363	170	35
								Ave. citrus		11	57
								Ave. other		13	48

539 *Albuquerque Division between Seligman and Winslow.*

1	X	1629	650	919	432	9	15	1	25	8	30
	H. 20 mi.....	830	....	....	....	....	....	....	....	....	..
1	X	960	650	873	....	....	....	47	47	14	30
	H. 20.....	3665	....	....	....	....	....	....	....	....	..
1	X	1670	650	985	444	....	28	6	29	9	50
	H. 20.....	842	....	....	....	....	....	....	....	....	..
1	X	977	650	952	400	3	20	10	33	11	25
	H. 20.....	862	....	....	....	....	....	....	....	....	..
2	X	966	650	....	....	....	....	....	....	....	..
	H. 20.....	862	....	881	90	....	3	40	43	13	05
2	X	984	650	867	448	....	15	17	32	11	20

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Consist. Other freight.	Consist. Empties, including way cars.	Consist. Total.	Time between terminals. Hours.	Time between terminals. Min.
	H. 20	3665	....	....	....	....	....	....	....	....	..
2	X	1672	650	904	398	....	33	24	57	12	45
3	X	1668	"	821	....	....	....	48	48	11	55
	H. 19	842	....	....	....	....	....	....	....	....	..
3	X	1622	650	954	439	....	19	8	27	11	05
	H. 20	862	....	....	....	....	....	....	....	....	..
3	X	968	650	886	269	....	10	24	34	10	35
	H. 20	863	....	....	....	....	....	....	....	....	..
3	X	980	650	892	351	23	3	1	27	9	45
3	X	1645	650	961	492	3	19	2	24	9	00
	H. 20	830	....	....	....	....	....	....	....	....	..
4	X	977	650	941	519	4	17	1	22	11	40
4	X	966	"	819	....	....	....	47	47	13	00
	H. 20	862	....	....	....	....	....	....	....	....	..
4	X	1623	650	841	157	....	6	47	53	16	20
	H. 20	863	....	....	....	....	....	....	....	....	..
4	X	960	650	....	....	....	....	....	....	....	..
	H. 23	3642	....	745	....	....	....	47	47	15	30
4	X	1670	650	....	....	....	....	....	....	....	..
	H. 20	3652	....	721	461	....	15	1	16	9	55
5	X	981	650	....	....	....	....	....	....	....	..
	H. 19	830	....	956	414	27	1	1	29	8	40
5	X	1645	650	914	368	25	1	1	27	8	45
	H. 20	842	....	....	....	....	....	....	....	....	..
5	X	964	650	778	....	....	....	45	45	9	15

5	X	964	650	778	....	....	....	45	45	9	15
	H. 19.....	863	....	....	....	....	....	....	....	....	..
6	X	980	650	885	587	....	15	1	16	9	20
6	X	968	"	951	465	....	25	1	26	8	45
6	X	1670	"	956	386	27	....	1	28	10	35
7	X	984	"	955	359	....	25	1	26	10	05
	H. 20.....	3665	....	....	....	....	....	....	....	....	..
7	X	1667	650	937	384	12	16	1	29	10	20
	H. 20.....	863	....	....	....	....	....	....	....	....	..
	25	....	....	22294	7863	133	281	423	837	275	15
									Ave. citrus	9	51
									Ave. other	11	42
	No. of trains.										
	Total citrus..... 9	....	....	8428	3746	133	92	19	244	84	280
	Other 16	....	....	13866	4117	....	189	404	593	180	395
540	*Albuquerque Division between Seligman and Winslow.*										
2	1/34	1673	650	1063	418	28	1	1	30	10	05
	H. 20.....	862	....	....	....	....	....	....	....	....	..
3	1/34	967	"	910	355	28	1	1	30	9	55
	H. 20.....	842	....	....	....	....	....	....	....	....	..
4	1/34	984	650	956	375	27	2	1	30	9	55
	H. 51.....	1620	....	....	....	....	....	....	....	....	..
5	1/34	1668	650	922	371	24	2	1	27	9	05
	H. 20.....	3665	....	....	....	....	....	....	....	....	..
6	1/34	961	650	978	379	27	1	2	30	9	45
	H. 20.....	3665	....	....	....	....	....	....	....	....	..
7	1/34	1673	650	943	378	26	1	1	28	9	10
	H. 20.....	862	....	....	....	....	....	....	....	....	..

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist.				Time between terminals.	
						Citrus.	Other freight.	Empties, including way cars.	Total.	Hours.	Min.
4	2/34	1673	650	949	360	24	4	1	29	9	25
	H. 20	862	....	....	....	....	....	....	....	....	..
6	2/34	977	650	956	381	19	7	1	27	9	15
	H. 19	863	....	....	....	....	....	....	....	....	..
7	2/34	970	650	943	374	27	....	1	28	8	40
	H. 20	863	....	....	....	....	....	....	....	....	..
1	3/34	980	650	914	392	21	3	2	26	9	00
	H. 19	863	....	....	....	....	....	....	....	....	..
8	3/34	961	650	928	438	17	7	1	25	9	10
	H. 20	3665	....	....	....	....	....	....	....	....	..
5	3/34	970	650	969	389	26	2	1	29	8	50
	H. 20	842	....	....	....	....	....	....	....	....	..
7	3/34	964	650	829	360	16	8	1	25	8	15
	H. 20	842	....	....	....	....	....	....	....	....	..
8	4/34	1667	650	885	396	14	1	3	28	12	50
7	4/34	1672	650	964	387	28	....	1	29	8	40
	H. 20	862	....	....	....	....	....	....	....	....	..
2	5/34	970	650	1025	619	28	2	1	31	9	05
	H. 19	842	....	....	....	....	....	....	....	....	..
5	5/34	1672	650	846	257	8	8	14	30	9	05
	H. 19	842	....	....	....	....	....	....	....	....	..
6	5/34	1622	650	994	401	28	1	1	30	9	55

7	6/34	960	650	900	381	17	8	1	26	8	55
	H. 20.....	3652	....	....	....	....	....	....	....	....	..
	19	....	....	17874	7411	433	69	36	538	179	000
									Ave.	9	25
541	*Albuquerque Division between Winslow and Gallup.*										
2	1/34	964	1800	1153	598	7	22	1	30	6	40
7	1/34	849	1400	1086	460	26	4	1	31	7	50
2	2/34	849	"	1089	527	....	24	8	32	8	35
3	3/34	856	"	1046	222	5	8	33	46	9	15
1	4/34	859	"	1115	433	29	2	1	32	7	45
4	4/34	845	"	1054	510	13	15	1	29	7	40
7	6/34	1252	1200	1098	481	11	19	1	31	5	35
	7	....	....	7641	3231	91	94	46	231	53	20
									Ave. citrus	7	27
									Other	8	35
542	*Albuquerque Division between Winslow and Gallup.*										
1	X	812	1400	1109	434	11	14	10	35	7	45
1	X	841	1400	1010	407	27	1	1	29	7	20
1	X	813	"	1003	424	21	6	1	28	6	28
1	X	835	1400	983	30	....	1	45	46	10	45
1	X	843	"	1085	560	3	25	1	29	7	25
2	X	699	1065	364	71	....	9	27	36	17	40
2	X	959	1800	1160	140	....	4	57	61	9	20
2	X	845	1400	1060	364	2	16	21	39	7	35
2	X	834	"	1167	....	....	....	55	55	10	00

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
3	X	857	"	854	339	23	1	1	25	7	20
3	X	812	"	1136	5	....	1	62	63	13	05
3	X	3673	....	1297	570	29	5	1	35	9	30
3	X	3662	....	1063	564	3	20	4	27	9	35
3	X	3672	....	1035	....	....	....	60	60	9	30
4	X	813	1400	1062	420	30	....	1	31	7	55
4	X	3669	....	1042	412	27	3	1	31	7	20
4	X	835	1400	1117	530	9	18	1	28	6	50
	D. H.	859	"	....	....	....	....	....	....	....	..
5	X	857	"	1086	456	27	3	1	31	6	45
5	X	3662	....	1052	276	13	6	21	40	7	10
5	X	3673	....	1091	10	....	1	61	62	7	50
5	X	3627	....	1066	450	21	8	2	31	7	..
6	X	3672	....	952	238	17	....	21	38	8	..
6	X	1623	....	957	399	25	2	1	28	7	30
6	X	3669	....	817	303	12	6	16	34	7	15
6	X	813	1400	927	376	25	....	1	26	7	10
7	X	3649	....	1053	454	27	3	1	31	6	55
7	X	3627	....	1118	482	18	12	1	31	8	10
7	X	812	1400	1023	406	4	18	11	33	7	45
7	X	699	1065	410	139	....	10	29	39	15	45
	29	....	....	29099	9259	374	193	515	1082	252	38
									Ave. citrus	7	33
									Ave. other	11	44

543			*Albuquerque Division between Gallup and Belen.*									
1	1/34	826	1250	975	405	26	2	1	29	8	10	
3	1/34	836	"	1097	436	28	2	1	31	7	00	
4	1/34	854	"	1024	402	29	0	1	30	7	10	
5	1/34	853	"	1139	481	27	4	1	32	8	30	
6	1/34	854	"	1070	375	25	1	9	35	7	30	
6	1/34	850	"	972	416	25	2	1	28	7	..	
7	1/34	855	"	1059	453	25	4	1	30	7	35	
1	2/34	833	"	1076	419	28	2	1	31	7	25	
2	2/34	858	"	1068	518	....	25	5	30	7	25	
3	2/34	853	"	1021	356	23	2	11	36	7	40	
4	2/34	828	"	1043	412	27	3	1	31	7	50	
5	2/34	846	"	1082	457	21	8	5	34	7	50	
6	2/34	839	"	956	238	17	0	21	38	7	00	
7	2/34	858	"	1049	405	28	1	1	30	7	15	
1	3/34	839	"	1030	427	20	8	1	29	7	55	
7	3/34	853	"	1092	472	17	12	1	30	8	25	
4	4/34	850	"	1038	495	14	14	1	29	8	00	
6	4/34	836	"	1051	439	23	4	3	30	7	10	
1	5/34	854	"	1087	556	2	24	3	29	8	00	
5	5/34	855	"	1079	482	....	20	57	77	8	50	
6	5/34	841	"	920	352	24	2	12	38	10	25	
7	5/34	849	"	1061	469	11	18	1	30	10	40	
	22	....	....	22989	9075	440	158	139	737	174	45	
	Total citrus		20	20842	8465	440	113	77	630	151	450	
			2	2147	1000	....	45	62	107	15	75	
544			—— *Division between Gallup and Belen.*									
4	3/33	826	1250	1162	665	3	22	2	27	10	20	

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
1	X	836	1250	1303	847	....	34	6	40	12	55
1	X	825	"	1052	165	....	6	46	52	10	15
2	X	828	"	737	281	....	13	18	31	11	22
2	X	829	"	1302	183	....	7	61	68	11	35
2	X	850	"	1082	532	8	19	1	28	7	40
2	X	855	"	1231	691	....	24	10	34	13	15
3	X	850	"	837	378	....	18	18	36	14	40
3	X	851	"	1110	686	....	23	15	38	12	15
4	X	825	"	1033	565	....	20	10	30	13	05
5	X	838	"	1398	906	....	42	2	44	11	15
5	X	858	"	1178	156	....	5	56	61	11	40
6	X	859	"	1226	707	....	24	5	29	8	45
6	X	825	"	967	493	....	14	18	32	11	05
	13	....	....	14456	6590	....	249	266	523	149	47
									Citrus	7	40
									Ave. other	11	50

546 *Rio Grande Division between Belen and Vaughn.*

3/1	2/34	899	1062	1256	430	9	11	23	43	6	45
	41 m	888	"	....	....	....	....	....	....	....	..
3/1	1/34	896	1082	1362	551	27	10	3	40	7	40
	26 m	886	"	....	....	....	....	....	....	....	..

3/1	Ex.	890	1114	1785	1138	0	27	5	32	9	55	
	41 m.	895	"	....	....	....	....	....	....	....	..	
3/1	Ex.	898	1098	1305	574	26	8	2	36	7	20	
	26 m.	888	"	....	....	....	....	....	....	....	..	
3/2	Ex.	891	962	1211	30	0	1	62	63	9	20	
	D. H.	895	"	....	....	....	....	....	....	....	..	
3/2	1/34	897	1098	1342	656	21	12	2	35	8	..	
	41 m.	892	"	....	....	....	....	....	....	....	..	
3/2	Ex.	896	1082	1218	501	8	18	13	39	8	35	
	41 m.	936	1240	....	....	....	....	....	....	....	..	
3/2	Ex.	886	1090	1311	555	27	10	1	38	8	30	
	26 m.	885	"	....	....	....	....	....	....	....	..	
3/2	Ex.	885	1005	1405	407	0	13	41	54	8	30	
	41 m.	893	"	....	....	....	....	....	....	....	..	
3/2	Ex.	888	1114	1697	1029	0	24	8	32	9	40	
	26 m.	894	"	....	....	....	....	....	....	....	..	
3/2	2/34	1968	1500	1365	735	2	28	3	33	6	45	
	41 m.	894	1114	....	....	....	....	....	....	....	..	
3/2	Ex.	887	1130	681	419	0	16	7	23	11	30	
3/3	34	894	1090	1330	626	0	27	11	38	7	25	
	41 m.	886	"	....	....	....	....	....	....	....	..	
3/3	Ex.	898	1042	1523	632	0	16	32	48	10	50	
	26 m.	893	"	....	....	....	....	....	....	....	..	
3/3	Ex.	892	962	1355	199	0	6	61	67	9	35	
	26 m.	886	"	....	....	....	....	....	....	....	..	
3/3	Ex.	1968	1500	1230	487	28	4	5	37	7	40	
	41 m.	893	1098	....	....	....	....	....	....	....	..	
3/3	Ex.	897	1062	1320	386	23	3	19	45	8	20	
	41 m.	890	"	....	....	....	....	....	....	....	..	

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist.				Time between terminals.	
						Citrus.	Other freight.	Empties, including way cars.	Total.	Hours.	Min.
3/4	Ex.	887	1082	721	341	0	24	17	41	16	25
3/4	Ex.	890	"	1319	513	29	2	8	39	8	5
	26 m.	899	"	....	....	....	....	....	....	....	..
3/4	Ex.	886	"	1325	570	3	21	17	41	6	30
	41 m.	899	"	....	....	....	....	....	....	....	..
3/4	Ex.	891	"	1553	762	0	21	19	40	10	20
	26 m.	893	"	....	....	....	....	....	....	....	..
3/4	Ex.	894	1098	1338	608	27	8	2	37	8	30
	41 m.	896	"	....	....	....	....	....	....	....	..
3/5	34	885	1082	1259	535	14	15	12	41	6	55
	26 m.	896	"	....	....	....	....	....	....	....	..
3/5	Ex.	888	"	1248	543	0	20	20	40	8	5
	41 m.	889	"	....	....	....	....	....	....	....	..
3/5	Ex.	829	....	1386	611	27	8	4	39	7	45
	D. H.	899	"	....	....	....	....	....	....	....	..
3/5	Ex.	828	1130	1512	939	0	25	2	27	10	..
	D. H.	897	1130	....	....	....	....	....	....	....	..
3/5	Ex.	892	992	1610	657	0	22	33	55	11	45
	26 m.	889	"	....	....	....	....	....	....	....	..
3/6	Ex.	886	1098	1330	619	22	10	4	36	7	40
	26 m.	936	1260	....	....	....	....	....	....	....	..
	26	....	....	7914	3533	73	103	54	230	43	30
	2	....	....	29383	12520	220	307	382	909	204	50

547 *Rio Grande Division between Belen and Vaughn.*

3/6	34	1968	1500	1353	674	21	13	2	36	6	65
	41 m.	891	1098	....	....	....	....	....	....	....	..
3/6	Ex.	887	1062	1330	480	26	4	13	43	8	..
	26 m.	936	1220	....	....	....	....	....	....	....	..
3/6	Ex.	894	1042	1231	345	17	4	27	48	8	..
	41 m.	889	"	....	....	....	....	....	....	....	..
3/6	Ex.	885	1106	1320	631	25	8	1	34	7	40
	41 m.	822	1385	....	....	....	....	....	....	....	..
3/6	Ex.	896	962	1522	300	0	9	60	69	13	5
	26 m.	891	"	....	....	....	....	....	....	....	..
3/7	Ex.	899	1098	1429	676	28	6	2	36	8	..
	D. H.	835	1098	....	....	....	....	....	....	....	..
3/7	Ex.	928	1260	1393	675	25	9	1	35	8	30
	15 m.	827	1098	....	....	....	....	....	....	....	..
3/7	34	891	1062	1289	455	24	4	16	44	7	50
	26 m.	822	1385	....	....	....	....	....	....	....	..
3/7	Ex.	893	1090	731	409	0	26	12	38	14	10
	34/2	....	....	2642	1129	45	17	18	80	14	45
	Ex./7	....	....	8956	3516	121	66	116	303	67	25
									Ave. citrus	7	43
									Ave. other	10	42

548 *Rio Grande Division between Vaughn and Clovis.*

3/1	Ex.	818	1440	1239	751	0	32	11	43	10	20
3/1	Ex.	820	1475	1339	648	23	12	1	36	6	5
3/1	2/34	1972	1440	1407	596	9	16	18	43	6	25

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist.				Time between terminals.	
						Citrus.	Other freight.	Empties, including way cars.	Total.	Hours.	Min.
3/1	1/34	821	1450	1474	661	27	10	2	39	5	40
3/1	Ex.	814	1475	1312	619	26	8	1	35	6	15
3/2	1/34	1970	1463	1609	834	21	15	2	38	6	..
3/2	Ex.	819	1450	1518	736	27	11	1	39	6	45
3/2	Ex.	815	1475	1339	587	26	9	2	37	5	35
3/2	2/34	817	1475	1599	903	2	31	3	36	7	20
3/2	Ex.	816	1500	1466	855	0	21	8	29	7	30
3/2	Ex.	1975	1500	1497	1034	0	22	1	23	8	..
3/3	Ex. 71 m.	885	1700	1607	382	0	10	54	64	8	15
	60 m.	820	1310	....	....	....	....	....	....	....	..
3/3	Ex.	821	1395	1296	347	0	9	43	52	5	40
3/3	Ex.	1975	1500	1539	1076	0	26	1	27	10	35
3/3	Ex.	814	1463	1321	581	8	18	12	38	6	5
3/3	34	815	1450	1592	806	0	31	10	41	8	5
3/3	Ex.	895	1700	211	59	0	6	5	11	9	38
3/3	Ex.	1972	1500	1593	1155	0	21	1	22	7	30
3/4	Ex.	819	1280	1463	293	0	8	59	67	8	40
3/4	Ex.	816	1430	1577	753	4	24	18	46	6	45
3/4	Ex.	814	1395	1509	548	0	15	37	52	7	15
3/4	Ex.	1970	1450	1413	614	28	6	6	40	5	15
3/4	Ex.	817	1440	1262	382	22	2	19	43	5	15
3/5	Ex.	815	1500	579	209	0	14	15	29	8	..
3/5	Ex.	890	1700	1256	520	2	18	22	42	6	30
3/5	Ex.	821	1445	1342	500	29	4	9	42	5	..

3/5	34	1972	1440	1529	722	10	23	11	44	6	5
3/5	Ex.	820	1463	1390	618	27	8	3	38	8	..
3/6	Ex.	1970	1440	1426	554	27	7	11	45	6	45
3/6	Ex.	816	1475	1596	926	0	24	11	35	7	20
3/6	34	1975	1440	1576	746	21	16	6	43	7	10
3/6	Ex.	814	1500	1588	1031	0	22	2	24	6	20
3/6	Ex.	829	"	1500	1035	0	22	1	23	10	45
3/6	Ex.	828	"	1338	640	22	11	5	38	6	20
3/7	Ex.	817	1440	1368	536	26	6	11	43	6	30
3/7	Ex.	820	1420	1288	380	17	5	27	49	5	55
3/7	34	1129	1330	1278	440	24	4	15	43	6	40
3/7	Ex.	821	1475	1377	697	25	10	1	36	5	50
3/7	Ex.	1972	1310	1585	511	0	17	46	63	9	20
	34	8						Ave. citrus		6	16
	31							Ave. other		8	19

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist.				Time between terminals.	
						Citrus.	Other freight.	Empties, including way cars.	Total.	Hours.	Min.
3/1	1/34	1082	1600	1196	455	28	5	4	37	4	00
3/2	"	1133	"	1323	649	21	10	1	32	4	50
3/2	2/34 of 1st	1014	"	1134	358	9	9	22	40	5	25
3/2	2/34	1089	"	1239	649	2	27	3	32	4	45
3/3	34	1031	"	1047	503	0	23	6	29	4	20
3/4	2/34	1148	"	1534	679	0	18	28	46	6	30
3/5	1st 34	1014	"	988	313	0	26	12	38	4	45
3/5	2/34 a	1089	"	1244	551	25	7	2	34	5	35
3/6	2/34	1082	"	1234	502	14	14	11	39	5	00
3/6	34	1146	"	1329	585	21	12	3	36	5	10
3/7	34	828	1270	1062	505	0	18	36	54	6	5
3/7	1/34	1116	1600	1111	276	17	1	27	45	6	40
3/7	2/34	829	1370	1107	431	25	3	7	35	7	15
	13	....	....	15548	6456	162	173	162	497	70	20
3/1	Ex.	1050	1600	1132	498	23	8	1	32	6	10
3/1	Ex.	1089	"	1247	517	25	6	6	37	6	25
3/1	Ex.	1124	"	1428	714	0	17	20	37	5	00
3/2	Ex.	1131	"	1185	407	26	6	1	33	8	50
3/3	Ex.	1141	"	1557	976	0	23	1	24	8	35
3/3	Ex. 28 mi / 75 mi	1082 / 1080	"	1259	563	7	18	10	35	9	30
3/3	Ex.	1021	"	1363	690	0	27	10	37	9	5

3/4	Ex.	1133	"	1372	949	0	22	1	23	5	55	
3/4	Ex.	1096	"	1197	462	28	3	4	35	5	0	
3/4	Ex.	1089	"	1471	807	0	21	13	34	5	30	
3/4	Ex.	1071	"	1165	349	21	2	18	41	4	20	
3/5	Ex.	1117	"	1267	634	4	22	8	34	4	5	
3/5	Ex.	1141	"	1408	394	0	31	15	46	5	55	
3/5	Ex.	1027	"	1113	389	28	0	7	35	5	55	
3/6	Ex.	1030	"	1197	497	2	17	21	40	6	5	
3/6	Ex.	1021	"	1487	556	0	25	25	50	6	35	
3/6	Ex.	1101	"	1393	631	28	8	4	40	5	20	
3/6	Ex.	1030	"	1184	288	0	12	37	49	9	5	
3/6	Ex.	0242	650	479	221	0	15	6	21	9	50	
3/7	Ex.	1026	1600	1388	1023	0	22	1	23	6	25	
3/7	Ex.	1089	"	1094	464	26	3	13	42	4	30	
3/7	Ex.	1133	"	1213	528	22	8	5	35	5	10	
3/2	Ex. 21 mi	1096	"	1334	597	27	8	1	36	4	10	
	103 mi	1050	"	....	....	....	....	....	....	....	..	
	23	....	....	28933	13154	267	324	228	819	147	25	
									Ave. citrus	5	39	
									Ave. other	6	28	
	36	....	....	44481	19610	429	497	390	1316	217	45	

550 *S. K. of T. Waynoka Division between Amarillo and Canadian.*

2	Ex.	1101	1600	1016	443	26	4	1	31	6	4	50

551 *S. K. of T. Division between Canadian and Amarillo.*

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
3	33	1124	1400	1036	367	0	26	10	36	6	35
4	"	1135	"	856	320	0	19	20	39	7	15
5	"	1017	"	1105	412	0	33	5	38	8	00
									Ave.	7	17
	3	....	....	2997	1099	....	78	35	113	21	50
552	*S. K. of T. Waynoka Division btween Amarillo and Canadian.*										
3	2/34	1050	1600	1257	467	2	22	17	41	6	05
553	*S. K. of T. Waynoka Division between Amarillo and Waynoka.*										
3	30, 98 mi.....	1084	1400	1148	385	26	3	10	39	13	08
	" 108 mi.....	1135	"	....	....	....	....	....	....	....	..
3	"	1126	"	1068	413	8	17	10	35	12	30
4	"	1142	"	1198	327	21	2	18	41	12	35
6	"	1117	"	835	115	0	16	40	56	15	15
6	"	1017	"	1318	551	27	9	3	39	13	15
1	1/30	1146	"	1137	470	25	5	6	36	11	10
5	"	1135	"	1212	431	27	9	1	37	12	35
7	"	1072	"	1126	412	24	2	7	33	12	20
7	"	1096	"	1095	337	19	9	19	47	16	50

1	2/30	1117	"	988	459	23	6	1	30	11	20
1	3/30	1071	"	1015	319	0	25	15	40	11	15
7	" 116 m.....	1021	"	1228	474	23	7	8	38	19	25
	90 m.....	1071	"	....	....	....	....	....	....	....	..
	12	....	....	13318	4693	223	110	138	471	161	38
									Ave. citrus	13	31
									Ave. other	13	15

554 *S. K. of T. Waynoka Division between Amarillo and Waynoka.*

1	34, 98 mi.....	1141	1400	1174	592	0	20	14	34	11	00
	108 mi.....	1126	"	....	....	....	....	....	....	....	..
4	"	1017	"	1032	482	1	23	6	30	10	45
5	"	1096	"	1109	517	4	18	8	30	11	20
	" Help.....	1117	"	....	....	....	....	....	....	....	..
7	"	1124	"	1185	519	22	12	3	37	11	05
2	1/34	1124	"	1360	564	28	10	1	39	12	25
3	" 98 m.....	1148	"	....	....	....	....	....	....	....	..
	" 108 m.....	1146	"	1003	396	21	5	5	31	12	40
6	" 98 m.....	1152	"	916	235	....	....	....	....	....	..
	" 108 m.....	1142	"	....	....	0	26	12	38	10	55
2	2/34, 98 m.....	1017	1400	1034	235	9	6	26	41	11	55
	108 m.....	1142	1400	....	....	....	....	....	....	....	..
6	"	1027	"	1133	462	14	14	9	37	10	25
	9	....	....	9946	4002	99	134	84	317	102	30
									Ave. citrus	11	30
									Ave. other	10	58

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist.				Time between terminals.	
						Citrus.	Other freight.	Empties, including way cars.	Total coal tons.	Hours.	Min.
1	Ex.	1135	1400	261	62	0	9	13	22	12	30
2	"	1116	"	655	82	0	7	32	39	17	40
4	Ex.	1080	"	572	56	0	10	39	49	8	10
4	" D. H.	1097	"	....	....	...	...	...	....	12	.... ..
4	"	1124	"	878	104	0	22	16	38	19	13 45
4	" 98 mi.	1133	"	1182	461	27	6	4	37	12	11 45
4	" 108 mi.	1050	"	....	....	...	...	...	....	9	.... ..
5	"	1148	"	794	20	0	1	45	46	6	15 20
5	"	1072	"	107	31	0	9	1	10	7	12 03
6	"	1071	"	945	363	0	33	1	34	16	13 20
6	"	1141	"	1034	418	26	3	1	30	28	13 20
7	"	1152	"	724	407	0	27	16	43	8	17 50
7	"	1101	"	1159	492	22	7	9	38	13	11 00
6		1082	"	1000	500	2	18	16	36	9	12 40
									Ave. citrus		12 11
									Ave. *citrus*		14 42
	12	....	....	9311	4375	77	152	193	422	161	343

556 *S. K. of T. Waynoka Division between Canadian and Waynoka.*

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
3	2/34	1050	1400	1181	486	2	22	13	37	5	45

557 *S. K. of T. Waynoka Division between Canadian and Waynoka.*

2	Ex.	1027	1400	1041	469	26	6	1	33	6	5	35
2	Ex.	1097	"	746	43	0	4	37	41	8	5	35

558 *Waynoka S. K. of T. Division between Waynoka and Canadian.*

2	4/33	1146	1000	1156	337	0	19	25	44	10	10
	H. 22	187	450	....	....	....	....	....	....	....	..
	H. 6	497	800	....	....	....	....	....	....	....	..
3		1116	1000	992	439	0	28	6	34	6	45
									Ave.	8	27
	2	....	....	2148	776	....	47	31	78	16	55

559 *Pan Handle Division between Waynoka and Wellington.*

1	X	1020	1500	1348	556	19	14	5	38	5	30
1	X	1123	"	1047	395	16	17	1	34	5	10
2		1090	"	497	51	0	8	22	30	12	05
2		1090	"	638	141	0	6	24	30	12	05

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
3	D. H.	233	850	1047	402	26	3	2	31	5	55
		223	"	....	....	....	....	....	....	....	..
3		409	1000	895	165	0	8	34	42	9	30
3		1115	1500	1167	475	25	8	1	34	6	30
4		1020	"	1048	398	9	16	10	35	6	05
4		1115	"	422	56	0	8	30	38	11	25
5	D. H.	242	850	981	343	21	2	9	32	5	55
		223	"	....	....	....	....	....	....	....	..
5		1090	1500	1289	475	27	6	8	41	6	25
5		1088	"	1088	219	0	14	45	59	8	00
6		1115	"	755	315	0	26	2	28	5	00
6		1020	"	1221	477	27	9	1	37	6	00
6		1123	"	1157	161	0	5	55	60	9	30
6		1090	"	1042	392	13	14	9	36	6	20
7		223	850	731	264	0	24	1	25	6	05
7		363	900	685	386	2	14	1	17	7	20
7		1104	1500	1234	515	27	7	1	35	8	30
7		237	850	697	111	0	3	28	31	10	45
7		1088	1500	1233	65	0	4	62	66	9	15
	21	....	....	20222	6362	212	216	351	779	163	20
									Ave. citrus	6	20
									Ave. other	9	22

560 *Pan Handle Division between Waynoka and Wellington.*

1	34	1115	1500	1139	477	0	15	18	33	5	00
4	"	489	1000	942	479	1	23	2	26	5	05
5	"	221	850	780	415	4	14	1	19	5	40
6	"	489	1000	976	383	27	1	1	29	5	40
7	"	1064	1500	1331	651	21	13	3	37	5	05
1	1/34	489	1000	1003	411	29	0	1	30	7	35
2	"	1123	1500	1279	569	25	13	1	39	6	35
3	"	1115	"	1204	429	20	8	11	39	6	35
3	2/34	1064	"	1202	483	1	24	15	40	5	40
	9	....	....	9856	4297	128	111	53	292	52	55
								Ave. citrus		5	59
								Ave. other		5	00

561 *Pan Handle Division between Waynoka and Wellington.*

1	30	245	850	378	151	1	12	2	15	5	10
3	"	245	"	420	62	0	9	13	22	5	10
6	"	411	1000	421	150	0	17	1	18	6	00
	35 H	229	850	395	142	0	13	1	14	6	00
7		245	"	....	....	....	....	....	....	....	..
2	1/30	236	850	386	146	0	16	1	17	6	00
2	2/30	1088	1500	1207	483	26	4	6	36	5	00
2	"	1020	"	1052	339	10	16	16	42	6	20

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
2	3/30	1064	"	1291	472	26	4	17	47	5	10
2	4/30	489	1000	744	274	0	24	1	25	5	20
4	1/30, 72 mi.	236	850	297	109	0	7	8	15	6	00
	35 mi.	411	1000	....	....	....	....	49	182	33	50
	6	....	....	4977	1823	62	71				
								Ave. citrus		5	25
								Ave. other		5	45
	10	....	....	6591	2328	63	122	66	251	55	70
562	*A., T. and S. Fe R. R. Co., Middle Division, between Wellington via Augusta and Emporia.*										
Mar. 2	34	1144	1345	1049	365	....	14	20	34	6	30
" 4	34	1140	1260	1415	421	21	7	23	51	7	20
" 6	34	1058	1300	1166	539	4	21	20	45	8	50
" 7	34	1136	1345	1027	398	14	11	9	34	5	40
Mar. 1	Extra	1134	1325	1349	571	19	14	5	38	8	5
" "	"	1094	1315	1240	468	29	4	6	39	7	20
" "	"	1121	1335	857	321	1*	11	9	36	6	20
Mar. 2	"	1068	1325	1102	358	23	2	13	38	6	25
" "	"	1060	1325	1133	434	24	6	7	37	7	30
" 3	"	1121	1260	1335	348	10	11	32	53	6	35

"	3	"	.....	1121	1260	1335	348	10	11	32	53	6	35

"	"	"	.....	1065	1325	1195	453	25	11	1	37	8	15
"	"	"	.....	1063	1308	1368	485	25	7	10	42	6	20
"	"	"	.....	1092	1325	1280	532	26	10	1	37	5	40
"	4	"	.....	1144	1260	1377	432	1	22	28	51	8	40
"	4	"	.....	1103	1355	998	364	7	14	10	31	6	40
"	5	"	.....	1143	1375	834	383	1	18	5	24	7	00
"	"	"	.....	1144	1325	1204	426	27	2	8	37	6	05
"	5	"	.....	1065	1300	402	185	....	25	18	43	8	25
"	"	"	.....	1140	1315	1184	378	21	4	16	41	7	00
"	6	"	.....	1130	1280	1398	449	26	5	17	48	8	20
"	6	"	.....	1143	1300	1283	378	27	....	18	45	9	00
"	7	"	.....	1139	1335	1371	646	21	13	3	37	8	50
"	7	"	.....	1144	1315	1308	557	2	36	3	41	7	50
"	7	"	.....	1015	1335	1316	568	27	6	4	37	8	10
											Ave. citrus	7	22
											Ave. other	7	29
	24	.....		....	....	28191	10459	396	274	286	956	176	50

563 *A., T. & S. F. R. R. Co., Middle Division, beween Wellington via Newton and Emporia.*

Mar. 1	30, 61 miles.....	1074	1210	878	307	....	53	9	62	7	35
	73 miles.....	1111	"	....	....	....	....	....	....	....	..
Mar. 2	30	1070	1260	818	262	2	44	7	53	7	25
Mar. 3	30, 61 mi.....	1143	1220	772	176	5	35	19	59	8	25
	73 "	1093	"	....	....	....	....	....	....	....	..
Mar. 4	30	1104	1300	689	247	....	36	8	44	9	10

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
Mar. 5	30, 61 mi.....	1074	1260	952	347	....	51	1	52	8	50
	73 "	1063	"	....	....	....	....	....	....	....	..
Mar. 6	30, 134 mi.....	1103	1325	752	261	....	37	1	38	7	40
	Helper 73 "	1060	"	....	....	....	....	....	....	....	..
Mar. 7	30, 61 mi.....	1073	1270	1088	371	1	48	1	50	9	05
	73 "	1103	"	....	....	....	....	....	....	....	..
	7	....	....	5949	1971	8	304	46	358	58	10
									Ave. citrus	8	18
									Ave. other	8	18
564	*Eastern Division between Emporia and Argentine via North Ottawa.*										
3/1	Ex.	1885	2040	1885	573	....	38	39	77	7	15
1	"	1842	1935	1454	505	....	37	13	50	7	25
1	"	1887	2010	1243	420	....	29	13	42	7	40
1	"	1838	1960	1307	494	29	6	6	41	9	45
1	"	1862	1985	1520	567	24	12	14	50	6	5
1	"	1882	2010	1436	521	22	10	14	46	6	25
1	"	1875	1985	1418	507	15	15	18	48	5	15
2	"	1882	1985	1373	440	3	35	9	47	6	5
2	"	1091	1850	1102	359	23	2	13	38	5	25
"	"	1862	1010	1134	427	22	7	7	36	5	20
2	"	1884	2010	1588	761	19	20	7	46	5	10
2	"	1843	1960	1086	382	15	12	9	36	6	20
3	"	1880	2010	1244	433	25	5	10	40	5	20
3	"	1887	2054	2130	911	....	46	23	69	6	25

3	"	1874	2010	1279	392	....	29	17	46	6	50	
3	"	1837	1960	1158	374	2	25	14	41	5	10	
3	"	1839	1885	1588	471	9	18	33	60	6	..	
3	"	1885	1935	1535	461	....	27	34	61	6	40	
4	"	1836	1935	1396	507	....	33	16	49	6	15	
4	"	1887	2010	1120	439	....	31	7	38	6	20	
4	"	1838	1960	1313	535*	3	32	7	42	6	20	
4	"	1882	2010	1439	532	25	14	8	47	5	15	
4	"	1841	1935	1343	419	1	20	28	49	6	20	
5	"	1877	1985	1518	523	1	47	2	50	5	55	
5	"	1839	1960	1478	695	6	30	6	42	6	20	
6	"	1091	1775	1684	643	....	29	29	58	9	10	
6	"	1035	1812	1617	696	....	32	19	51	7	55	
6	"	1881	1985	1573	537	27	7	17	51	7	25	
6	"	1880	"	1626	617	20	16	15	51	7	25	
6	"	1862	2010	1512	583	....	44	2	46	5	40	
6	"	1879	"	76	7	....	9	3	12	6	35	
6	" D. H.	1842	1960	...	....	....	....	....	....	....	..	
7	"	1887	2010	1536	601	27	11	8	46	5	45	
7	"	1880	1985	1516	560	2	46	2	50	5	25	
7	"	1887	2010	1366	438	26	4	17	47	4	40	
7	"	1840	1935	1227	292	....	15	38	53	6	45	
7	"	1099	1825	1469	501	1	46	2	49	6	50	
7	"	1837	1955	1765	491	....	34	48	82	8	..	
7	"	1843	1935	1492	503	....	46	2	48	6	55	
88	.....	....	....	58546	18682 435* 19117	347	919	569	1835	245	50	
									Ave. citrus	6	05	
									Ave. other	7	03	

565 *Eastern Division between Emporia and Argentine via Topeka.*

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
3/1	36	1880	1140	1147	410	4	54	25	83	13	20
2	"	1841	1090	819	303	....	54	17	71	10	..
3	"	1843	1090	864	390	1	54	10	64	10	35
4	"	1874	1140	874	348	....	47	23	70	11	..
5	"	1843	1090	1172	494	1	57	25	83	9	55
6	"	1885	1090	892	384	....	41	24	65	10	20
6	" D. H.	1561	550	....	....	....	....	....	....	....	..
7	"	1836	1090	1072	497	....	56	25	81	12	..
7	" D. H.	1875	1140	....	....	....	....	....	....	....	..
	7	....	....	6840	2826	6	363	149	517	77	10
								Ave. citrus		11	17
								Ave. other		10	50

566 *Eastern Division between Emporia and Argentine via North Ottawa.*

3/1	34	1837	1885	1900	713	....	28	33	61	7	..
3	"	1886	1960	1843	737	26	21	8	55	5	45
4	"	1821	1935	1658	552	20	13	26	59	5	35
5	"	1875	1960	1038	425	1	23	9	33	6	35
6	"	1841	1885	2056	923	4	40	17	61	6	9
7	"	1838	1910	1661	703	18	21	14	53	5	10

	5	....	8256	3340	69	118	74	261	29	14
	1	....	1900	713	....	28	33	61	7	..
								Ave. citrus	5	51
								Ave. other	7	..

567 *Eastern Division between Emporia and Argentine via North Ottawa.*

3/1	40	1839	1860	1959	848	....	42	21	63	9	5
2	"	1836	1885	1865	740	....	48	12	60	7	40
4	"	1885	1985	1216	332	....	20	32	52	7	5
5	"	1886	1910	1883	813	1	44	21	66	7	..
6	"	1882	1910	1713	653	....	25	15	67	6	40
7	40	1885	1910	1674	575	....	35	30	65	9	..
	5	....	....	8427	3148	0	197	110	307	39	30
	1	....	....	1883	813	1	44	21	66	7	0
									Citrus	7	..
									Ave. other	7	54
2	32	1821	1635	1257	556	17	19	1	37	5	15
3	"	1819	1624	1195	423	3	21	14	38	6	16
4	"	1816	1635	1147	415	6	22	8	36	0	03
5	"	1829	1635	1142	369	2	21	14	37	6	16
6	"	1823	1635	1237	507	26	8	1	35	6	16
7	"	1816	1635	1057	443	2	21	14	37	6	16
	6	....	....	7035	2713	56	112	52	220	36	22
1	1/32	1833	1635	1191	526	7	25	3	35	6	16

568 *Missouri Division between Argentine and Marceline.*

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
1	2/32	1878	1624	1176	412	13	10	15	38	6	35
	2	....	....	2367	938	20	35	18	73	12	51
3	34	1829	1635	1194	496	18	16	3	37	9	20
4	"	1833	1613	1236	487	21	17	1	39	8	15
5	"	1824	1613	1212	540	6	30	3	39	10	8
7	"	1800	1650	1036	423	15	14	1	30	8	25
	4	....	....	4678	1946	60	77	8	145	36	8
1	29, 2/34	1827	1635	1139	410	3	24	9	36	10	15
"	108 "	1825	"	....	....	....	....	....	....	....	..
	1	....	....	....	....	....	....	....	Ave.	7	21

569 *Missouri Division between Argentine and Marceline.*

1	Extra	1816	1613	1346	538	35	4	1	40	7	20
"	" 108	1815	1650	692	308	0	14	8	22	7	20
"	" 108	1823	"	....	....	....	....	....	....	....	..
2	"	1828	1635	1186	464	26	5	5	36	8	00
"	"	1817	1613	1043	775	0	20	21	41	10	35

"	"	.....	1823	1560	1132	289	0	17	32	49	11	05
"	"	.....	1831	1635	1141	553	0	34	3	37	11	15
"	"	.....	1820	1513	1293	225	0	11	44	55	7	25
3	"	.....	1827	1506	1120	61	0	5	53	58	12	35
"	"	.....	1815	1635	1097	403	20	8	8	36	8	20
"	"	.....	1833	1635	1165	431	15	19	2	36	7	55
"	"	.....	1817	1650	322	....	0	0	17	17	8	15
4	"	.....	1800	1650	821	343	17	8	1	26	6	55
"	"	.....	1878	1650	135	29	0	4	6	10	10	00
"	"	.....	1815	1588	1034	237	0	18	26	44	9	40
"	"	.....	1831	1635	1157	370	16	9	12	37	6	30
"	"	.....	1825	1635	1181	482	5	20	12	37	7	15
5	"	69.....	570	1350	686	169	0	10	18	28	7	45
"	"	108.....	1828	1650	....	....	....	....	....	....	....	..
"	"	.....	1819	1635	940	240	0	14	22	36	9	50
"	"	.....	1816	1650	168	58	0	7	1	8	8	00
"	"	.....	1817	1613	979	228	2	14	24	40	7	15
"	"	34.....	1825	1613	659	211	0	16	24	40	7	45
"	"	108.....	1821	"	....	....	....	....	....	....	....	..
6	"	.....	1833	1575	854	....	0	0	46	46	8	10
"	"	29.....	1815	1613	1020	513	0	31	8	39	12	40
"	"	108.....	1819	"	....	....	....	....	....	....	....	..
"	"	.....	1827	1635	1310	601	16	19	1	36	6	15
"	"	.....	1829	1650	831	202	0	1	22	33	8	30
"	"	.....	1831	1650	128	41	0	6	3	9	7	10
"	"	.....	1825	1635	1285	542	3	20	14	37	8	00
"	"	.....	1800	1650	120	41	0	5	4	9	6	35

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
7	"	1820	1643	676	35	0	1	33	34	6	05
"	" 29.....	1824	1538	906	104	0	11	42	53	8	05
"	" 108.....	1827	"	....	....	....	....	....	....	....	..
"	"	1831	1613	1365	585	37	3	1	41	6	15
"	"	1878	1650	714	335	0	16	4	20	6	10
	32	....	....	28506	9413	192	380	518	1090	264	55
									Ave. citrus	7	16
									Ave. other	8	48
570		*Missouri Division between Marceline and Shopton.*									
3	3/20	1806	1538	1151	399	18	10	14	42	6	25
3	2/20	1805	1575	1164	426	15	19	2	36	6	25
4	"	1813	"	1340	632	21	14	1	36	6	23
5	"	1826	1550	1085	287	2	17	23	42	5	50
1	32	1822	1588	1168	503	6	25	3	34	7	7
2	"	1830	1575	1265	558	15	19	1	35	5	40
3	32	1803	"	1081	444	1	21	14	36	4	58
4	"	1835	"	1145	462	6	22	8	36	5	47
5	" 113.....	1812	1550	1225	453	2	23	15	40	5	47
"	" 113.....	1806	"	....	....	....	....	....	....	....	..
6	"	1830	1588	1163	462	26	7	1	34	5	47
7	"	1878	1550	1244	498	2	25	13	40	5	47

1	34	1826	1500	1318	479	0	23	24	47	6	35	
2	"	1835	1600	1018	374	3	20	9	32	7	50	
3	"	1822	1600	1123	540	0	28	3	31	8	15	
4	"	1811	1575	1246	510	18	16	3	37	6	40	
6	"	1813	"	1262	556	6	28	3	37	7	05	
7	"	1806	1563	1438	694	3	27	8	38	8	45	
5	1/34	1809	1550	1255	493	21	17	1	39	7	15	
1	3/34	1830	1563	960	217	1	11	26	38	5	30	
	19	....	....	22651	8987	166	372	172	710	123	51	
									Ave. citrus	6	25	
									Ave. other	7	25	

571 *Missouri Division between Marceline and Shopton.*

1	Extra 113.....	1813	1525	1041	215	0	10	35	45	8	20
"	" 113.....	1818	"	....	....	....	....	....	....	....	..
"	"	1814	1563	1170	427	13	10	15	38	7	50
"	"	1800	"	1303	533	35	2	1	38	6	58
"	"	1809	1575	1212	464	26	5	5	36	6	35
2	"	1826	1563	892	211	0	11	27	38	6	50
"	"	1812	1610	837	304	0	16	14	30	7	20
3	"	1812	1538	1006	208	0	11	32	43	6	40
"	"	1814	1470	1340	292	0	14	39	53	11	30
4	"	1878	1575	1112	383	16	9	10	35	7	30

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
5	"	1811	1470	888	102	0	5	46	51	9	05
6	"	1803	1550	940	240	0	16	25	41	8	25
"	"	1828	1575	1324	621	16	19	1	36	6	40
"	" 113.....	1814	1440	1441	418	0	30	25	55	9	46
"	" 113.....	570	1018	....	....	....	....	....	....	....	..
7	"	1811	1525	1556	669	0	34	10	44	10	10
"	"	1835	1455	1041	88	0	7	47	54	10	35
"	"	1803	1550	1352	539	36	3	1	40	8	40
"	"	1805	1440	1124	244	0	15	42	57	10	20
	17	....	....	19579	5958	142	217	375	734	143	14
									Ave. citrus	7	22
									Ave. other	9	00
572	*Illinois Division between Shopton and Chillicothe.*										
Mar. 1	20	511	1200	....	....	....	....	....	....	....	..
	D. H.	574	1550	236	66	0	10	3	13	6	15
" "	2/20	578	"	561	18	0	5	28	33	9	55
" "	3/20	588	1459	....	....	....	....	....	....	....	..
	D. H.	589	1459	1066	196	0	8	38	46	7	5
Mar. 2	2/20	615	1446	835	152	0	8	40	48	6	..

Mar. 2	2/20	615	1446	835	152	0	8	40	48	6	..
Mar. 3	3/20	1066	1794	....	....	....	....	....	....	....	..
	Helper 48 miles.....	1081	"	1172	431	15	19	6	40	6	40
" "	5/20	609	1485	605	36	0	3	39	42	9	35
Mar. 4	2/20	1054	1820	1249	571	21	12	1	34	6	30
" "	3/20	578	1524	706	73	0	4	31	35	6	5
	Helper 48 miles.....	608	"	....	....	....	....	....	....	....	..
" "	4/20	1818	1550	1199	431	18	12	11	41	6	35
Mar. 5	4/20	574	1524	1072	378	4	21	11	36	8	30
" "	3/20	568	"	673	8	0	1	36	37	6	35
	D. H.	575	"	....	....	....	....	....	....	....	..
Mar. 7	2/20	612	1550	735	218	0	9	20	29	6	30
	12	....	....	10109	2578	58	112	264	4334	86	15
									Ave. citrus	7	04
									Ave. other	7	15
Mar. 1	1/32	615	1524	1153	468	0	24	12	36	8	50
	Helper 18 miles.....	572	"	....	....	....	....	....	....	....	..
" "	2/32	606	"	1125	428	18	8	9	35	7	45
Mar. 2	1/32	1818	1620	885	385	6	19	1	26	7	25
" "	2/32	584	1524	1180	531	14	14	7	35	8	40
Mar. 3	32	566	1550	642	225	0	11	13	24	7	35
Mar. 4	32	575	1524	844	155	0	9	26	35	7	30

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
Mar. 5	32	1818	1613	1090	369	17	8	9	34	5	..
	D. H.	584	1537	....	....	....	....	....	....	....	..
Mar. 7	32	752	1666	1231	558	16	17	1	34	10	57
	8	....	....	8150	3119	71	110	78	259	63	42
									Ave. citrus	7	57
									Ave. other	7	58
573	*Illinois Division between Shopton and Chillicothe.*										
Mar. 1	34	579	1472	1244	465	0	23	22	45	6	40
" 2	34	575	1537	1000	320	3	19	12	34	5	10
" 3	34	589	1550	1126	537	1	27	4	32	4	20
	D. H.	578	"	....	....	....	....	....	....	....	..
" 4	34	606	"	1117	449	18	13	2	33	5	40
" 5	1/34	577	1524	1115	422	19	15	3	37	4	50
	D. H.	1066	1820	....	....	....	....	....	....	....	..
" 5	2/34	1801	1525	1023	179	1	9	35	45	5	10
" 6	1/34	588	1524	1225	491	7	26	3	36	7	10
" 6	2/34	511	1200	471	72	0	7	5	12	3	20
" 7	34	615	1498	1445	701	3	28	8	39	5	15
	D. H.	606	"	....	....	....	....	....	....	....	..
	9	....	....	9766	3636	52	167	94	313	47	35
									Ave. citrus	5	22
									Ave. other	5	00

Mar. 1	Extra	1801	1610	533	143	0	13	17	30	7	..	
"	" D. H.	604	1550	....	....	....	....	....	....	....	..	
"	"	566	1394	982	....	....	....	56	56	9	10	
"	" D. H.	612	"	....	....	....	....	....	....	....	..	
"	"	577	1550	673	86	....	5	28	33	10	..	
Mar. 2	"	1054	1820	1223	489	34	1	1	36	8	..	
"	"	609	1550	559	27	0	3	26	29	6	40	
Mar. 3	"	1801	1600	1154	495	14	17	1	32	7	15	
	D. H.	350	1230	....	....	....	....	....	....	....	..	
"	"	606	1524	1243	477	26	6	5	37	8	45	
"	"	574	1472	967	195	0	10	34	44	6	25	
Mar. 4	"	568	1537	1065	392	2	18	14	34	7	40	
	D. H.	577	"	....	....	....	....	....	....	....	..	
"	"	587	1316	1788	194	0	10	57	67	7	5	
	D. H.	615	"	....	....	....	....	....	....	....	..	
"	"	612	1446	942	172	0	9	39	48	10	5	
Mar. 5	"	588	1524	1136	468	6	22	7	35	5	10	
	D. H.	589	"	....	....	....	....	....	....	....	..	
"	"	615	1550	922	430	1	21	4	26	6	55	
	D. H.	612	"	....	....	....	....	....	....	....	..	
Mar. 6	"	606	1472	835	50	0	2	42	44	6	20	
"	"	587	1485	818	122	0	6	36	42	6	20	
"	"	609	1550	388	55	0	2	15	17	4	45	
	D. H.	578	"	....	....	....	....	....	....	....	..	
	16	....	....	15228	3795	83	145	382	610	117	35	

574 *Illinois Division between Shopton and Chilicothe.*

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
Mar. 7	Extra	574	1485	621	44	0	6	36	42	7	10
"	D. H.	570	"	....	....	....	....	....	....	....	..
"	"	566	1550	624	216	5	10	10	25	8	5
"	"	568	1485	1076	287	0	16	26	42	6	10
"	D. H.	575	"	....	....	....	....	....	....	....	..
"	"	578	1446	792	45	0	4	43	47	6	30
"	D. H.	587	"	....	....	....	....	....	....	....	..
"	"	1801	1620	902	346	21	4	1	26	5	5
	5	....	....	4015	938	26	40	116	182	33	00
									Ave. citrus	7	07
									Ave. other	7	12

575 *Illinois Division between Chillicothe and Corwith.*

Mar. 1	32	583	1780	1095	417	19	10	8	37	10	25
" 2	32	611	"	1146	470	34	1	1	36	7	35
Mar. 5	34	1054	1974	852	140	1	9	35	45	9	25
Mar. 1	Extra	598	1689	1429	678	0	37	13	50	13	..
"	"	596	1611	605	96	0	12	50	62	9	5
"	"	610	1559	648	79	0	8	62	70	11	30

"	"	607	1728	1179	441	0	21	22	43	11	25
	Helper 84 miles	580	"	....	....	....	....	....	....	....	..
"	Extra	614	1702	1050	372	9	21	17	47	9	37
"	"	591	1572	1016	325	17	9	41	67	11	45
"	"	752	1559	958	311	0	22	72	94	12	30
"	"	511	1350	508	147	0	21	2	23	8	5
	Helper 40 mi	580	1780	....	....	....	....	....	....	....	..
Mar. 2	Extra	579	1663	1054	998	6	34	14	54	12	5
"	"	614	780	1077	469	13	12	7	32	9	25
"	"	581	"	128	42	0	8	2	10	7	10
	Helper 40 mi	604	"	....	....	....	....	....	....	....	..
"	Extra	608	1559	979	155	0	15	80	95	12	25
"	"	1100	1805	1175	318	0	24	79	103	14	25
"	"	752	1657	338	36	1	4	31	36	11	15
"	"	600	1780	967	351	3	20	12	35	7	40
Mar. 3	Extra	598	1728	1140	536	14	27	3	44	7	15
"	"	581	1780	1065	534	1	26	2	29	8	5
"	"	569	1702	1134	435	26	15	8	49	6	50
"	"	614	"	421	117	0	17	32	49	7	50
"	"	596	1559	777	231	0	16	56	72	12	45
"	"	610	"	1130	347	0	26	63	89	13	55
Mar. 4	Extra	600	1728	1269	520	18	18	8	44	12	15
	Helper 40 miles	611	"	....	....	....	....	....	....	....	..
"	Extra	591	1559	899	189	0	17	59	76	13	40
	Helper 40 miles	608	"	....	....	....	....	....	....	....	..
"	Extra	602	1650	1151	464	15	32	9	56	10	45
"	"	586	1676	1115	400	19	17	15	51	10	5
Mar. 5	"	1066	2000	986	404	19	13	1	33	7	55
"	"	569	1780	1050	456	21	12	1	34	6	55

Date.	Train number.	Engine number.	Rating of engine tons.	Average gross weight of train tons.	Average net weight of train tons.	Consist. Citrus.	Other freight.	Empties, including way cars.	Total.	Time between terminals. Hours.	Min.
"	"	598	1650	1111	420	6	35	16	57	8	25
"	93 miles	752	1675	385	53	0	3	22	25	8	30
"	74 miles	350	1400	....	....	....	....	....	....	....	..
"	Extra	596	1559	1037	148	0	12	62	74	14	25
"	"	608	1676	817	299	0	19	34	53	12	25
"	"	1100	1831	1071	380	17	17	32	66	7	55
Mar. 6	Extra	591	1624	606	147	0	11	50	61	9	25
"	"	573	1650	1214	659	1	18	36	55	8	40
"	"	581	1559	796	116	0	6	74	80	8	45
	38	....	....	35378	12610	260	645	1131	2036	385	32
576	*Illinois Division between Chillicothe and Corwith.*										
Mar. 6	Extra	569	1780	1109	513	7	24	3	34	7	45
"	"	576	1559	1238	469	0	23	66	89	12	20
"	"	610	1741	1156	424	6	25	11	42	7	35
Mar. 7	Extra	604	1780	1118	508	16	17	1	34	6	40
"	"	1054	1987	639	191	0	16	26	42	8	5
"	"	1066	2000	924	383	21	9	1	31	6	25
"	"	600	1624	1180	507	4	26	30	60	10	55
	7	....	....	7364	2995	54	140	138	332	59	45
									Ave. citrus	8	56
									Ave. other	11	05

(Here follows Table I, side page 577.)

Information Called for on Behalf of Complainants by Commissioner Prouty—His Letter Mar. 9, 1910.

	Revenue, in cents.			
	Gross receipts.	Expenses.		Net earnings.
Average earnings per car-mile—all cars	10.83	8.55	+	2.28
" " " " loaded cars	15.30	12.08	+	3.22
" " " " revenue "	12.48	9.86	+	2.62
" " " " loaded rev. car	17.00	13.42	+	3.52
Average earnings lemons per car-mile—loaded	11.87	13.42	—	1.55
" " oranges " " "	12.79	13.42	—	0.63

Statistical Department, Chicago, April 22, 1910.

579 DEFENDANTS' EXHIBIT 58.

Information Called for on Behalf of Complainants by Commissioner Prouty—His Letter Mar. 9, 1910.

Commercial ton-miles A., T. & S. F. System.....	6,260,172,676
Per cent carload freight (not full car capacity).....	71.02
Average load commercial freight—carloads, tons.....	23.35
L. C. L., "	4.01
All com'l fgt., tons	16.56
Average haul, commercial freight—carloads, miles....	3.64
L. C. L., "	3.76

Statistical Department, Chicago, April 22, 1910.

580 DEFENDANTS' EXHIBIT 59.

A., T. & S. F. Ry. System.

Transcontinental Deciduous Fruits and Fresh Vegetables Handled During Year Ending June 30, 1909.

	Deciduous fruits. Transcontinental.	Fresh vegetables. Transcontinental.
Cars.....	774	537
Car-miles.....	1,714,410	1,105,146
Tons.....	11,725	6,024
Net ton-miles.....	25,967,071	12,396,861
Gross ton-miles.....	63,684,091	36,710,073
Earnings.....	$197,192.00	$106.647.00
Avg. load per car, tons.....	15.15	11.22
Avg. distance hauled, miles.....	2,215	2,058
Avg. earnings per car-mile, cents..... ..	11.5	9.7
Avg. earnings per net ton-mile, cents...	.759	.860
Avg. earnings per gross ton-mile, mills	3.098	2.905

Statistical Department, Chicago, April 14, 1912.

581 EXHIBIT TO RECORD BEFORE THE I. C. C.

INTERSTATE COMMERCE COMMISSION,
WASHINGTON, —— —, —.

United States Commerce Court. Filed Apr. 15, 1912. G. F. Snyder, Clerk.

I, John H. Marble, Secretary of the Interstate Commerce Commission, do hereby certify that the papers hereto attached are true copies of complainants' exhibits Nos. 66, 67, 68, 69, 70, 71, 72, 73,

74, 75, 76, 77 and 78, and of defendants' exhibits Nos. 54, 55, 56, 57 and 58, filed as a part of the testimony at the hearing on September 9, 1910, at Los Angeles, California, in the case of Arlington Heights Fruit Exchange and others against Southern Pacific Company and others, docket No. 3000, the originals of which are now on file and of record in the office of this Commission.

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of the Commission, this 15th day of April, 1912.

[Seal Interstate Commerce Commission, 1887.]

JOHN H. MARBLE, *Secretary.*

COMPLAINANTS' EXHIBIT 66.

Sept. 9/10.

Statement Showing Ice Used at Each Station for All Cars Iced During Four Tests on Santa Fe, Excluding Precooled Cars and Cars Not Initially Iced at San Bernardino.

	No. cars iced during 1st test.	Total ice used, 1st test.	No. cars iced, 2nd test.	Total ice used, 2nd test.	No. cars iced, 3rd test.	Total ice used, 3rd test.	No. cars iced, 4th test.	Total ice used, 4th test.	Total cars iced.	Total am't ice used.	Average ice used per car.
San Bernardino.....	544	4,955,500	341	3,105,500	82	742,500	79	726,000	1046	9,529,500	9,110
Needles	522	1,805,970	322	1,050,192	75	277,230	79	388,950	998	3,522,342	3,529
Seligman.....None.		None.	None.		None.	None.		19	77,840	19	77,840	4,096
Winslow.....	521	1,078,243	323	748,700	76	159,800	79	202,400	999	2,189,143	2,191
Belen.....	465	373,520	290	301,970	70	91,660	74	91,220	899	858,370	954
Clovis.....	473	680,000	288	523,420	70	126,200	73	140,400	904	1,470,020	1,626
Waynoka.....	468	525,600	280	342,200	69	97,300	74	101,600	891	1,066,700	1,197
Argentine.....	400	470,440	237	318,650	59	88,800	62	107,900	758	985,790	1,300

NOTE.—Fifteen cars were given two icings at Needles during last test account delay caused by washout. Icing at Seligman occasioned account train delayed due to washout.

583 COMPLAINANTS' EXHIBIT No. 67.

Statement Showing Average Number of Pounds of Ice Supplied per Car for Shipments Iced at Every Station on the Santa Fe Between San Bernardino and Argentine, Excluding Precooled Cars not Initially Iced at San Bernardino.

	Number through cars.	Total No. lbs. ice supplied.	Average per car.
Test during last week in April.....	391	7,465,667	19,093
" " " " " May	235	4,728,402	20,120
" " " " " June.....	57	1,191,930	20,911
" " " " " July.....	61	1,460,645	23,945
Total.....	744	14,846,644	19,955

2 Set Hearing, Sept. 9, '10.

Statement Showing Ice Used at Each Station for all Cars Iced During Four Tests on the Southern Pacific, Ogden Route, Excluding Pre-Cooled Cars and Those Not Initially Iced at Los Angeles or Colton.

	No. cars iced during 1st test.	Total ice used. 1st test.	No. cars iced. 2nd test.	Total ice used. 2nd test.	No. cars iced. 3rd test.	Total ice used. 3rd test.	No. cars iced. 4th test.	Total ice used 4th test.	Total cars iced.	Total am't ice used.	Average amount ice used per car.
Los Angeles..	102	1,046,750	82	837,000	34	336,500	59	609,100	277	2,829,350	10,214
Colton	39	406,351	51	522,150	12	115,800	...	.....	102	1,044,301	10,238
Bakersfield...	140	233,765	130	331,420	46	132,820	59	172,600	375	870,605	2,321
Roseville.....	None	None	121	218,900	46	162,500	59	184,000	226	565,400	2,501
Truckee.....	86	231,500	122	171,750	41	91,250	53	83,250	302	577,750	1,913
Evanston	113	330,425	117	445,751	41	150,830	55	180,091	326	1,107,097	3,396
No. Platte.....	97	244,965	108	281,640	31	103,145	42	130,775	278	760,525	2,735
Waterloo or Clinton....	65	117,000	57	129,269	12	31,200	26	82,800	160	360,269	2,251

585 COMPLAINANTS' EXHIBIT 69.

Sept. 9, 1910.

Statement Showing Average Number Pounds of Ice Supplied per Car for Shipments Iced at Every Station on the Southern Pacific, Ogden Route, Between Colton or Los Angeles and Waterloo or Clinton, Excepting Precooled Cars and Cars not Initially Iced at Colton or Los Angeles.

	Number through car.	Total No. lbs. ice supplied.	Average test car.
Test during 1st week in May.....	37	821,671	22,207
" " " " " June.....	48	1,192,129	24,836
" " " " " July.....	9	245,320	27,257
" " " " " Aug.....	18	488,875	27,159
Total	112	2,747,995	24,535

586 COMPLAINANTS' EXHIBIT 70.

Sept. 9, 1910.

Temperatures at San Bernardino, Cal., from Government Weather Reports.

	Average max.	Average min.	Mean for week.
1st week in April.....	73°	43°	58°
2nd week in April.....	73	47	60
3rd week in April.....	93	42	67
4th week in April.....	89	45	67
Avg. for entire month.....	82	44	63
1st week in May.....	78	45	61
2nd week in May..... ...	88	48	68
3rd week in May.....	81	50	65
4th week in May.....	94	51	72
Avg. for entire month.....	85	48	66
1st week in June....	86	47	66
2nd week in June.....	90	50	70
3rd week in June	86	46	66
4th week in June.....	89	50	69
Avg. for entire month.....	87	48	67
1st week in July.....	101	52	76
2nd week in July.....	98	55	76
3rd week in July.....	104	62	83
4th week in July.....	95	58	76
Avg. for entire month.....	99	56	77

587 COMPLAINANTS' EXHIBIT 71.

Sept. 9, 1910.

Statement of Cars Pre-cooled & Pre-iced at Pomona, Cal.

The following cars showed over 3% Decay at Final Destination.

Car.	Date sh'p'd.	L. A. No.	Final destination.	Seal record at original dest'n.	Percentage decay final dest'n.	Days enroute.
7237	PFE 6/7	16467	St. Louis	1 door and 2 hatch seals broken.	4%	12 Days
3882	" 7/29	18879	Cincinnati	2 hatch seals broken	4%	13 "
7973	" 7/29	18916	"	1 hatch seal broken.	3% & 4%	11 "
5124	" 7/13	18276	Baltimore	1 door seal broken..	4%	8 "
8460	" 8/13	19351	St Louis	3 hatch seals broken	Av. 5% (Lemons)	9 "
7845	" 5/11	14365	Boston	Arrived under original seals.....	6%	24 "
6434	" 5/26	15621	Savannah	Arrived under original seals.....	6%	16 "

Total of 7 cars showed over 3% decay.
Total of 200 cars—Sound and practically sound.
207 cars precooled and pre-iced at Pomona, Cal. to and including August 20th, '10.
Records not complete on later shipments.

588 COMPLAINANTS' EXHIBIT 72.

Sept. 9, 1910.

Statement of Cars Pre-cooled & Pre-iced at Pasadena, Cal.

The following car showed over 3% Decay at Final Destination.

Car.	Date sh'p'd.	L. A. No.	Final destination.	Seal record at original destination.	Percentage decay final dest'n.	Days enroute.
3164 RD	5/27	15757	Philadelphia	2 hatch seals broken.....	7%	20

Total of 1 car showed over 3% decay.
Total of 6 cars Sound.

7 cars Pre-cooled and pre-iced at Pasadena, Cal.

589 COMPLAINANTS' EXHIBIT 73.

Sept. 9, 1910.

Statement of Cars Pre-cooled & Pre-iced at Upland, Cal.

The following cars showed over 3% decay at Final Destination.

Car.	Date sh'p'd.	L. A. No.	Final dest'n.	Seal record at original dest'n.	Percentage decay final dest'n.	Days en-route.
6448	RD 6/7	16505	Toledo....	Arrived under orig. Seals	3½%	10
5255	RD 6/6	16412	New York	" " " "	8&9%	10
1508	RD 6/13	16932	New York	" " " "	12, 13 and 14% on half the car—other half sound.	11

Total of 3 cars showed over 3 percent Decay.
Total of 29 cars—Practically Sound.
32 cars Pre-cooled and Pre-iced at Upland, Cal.

Sept. 9/10.

Statement of Cars Precooled & Preiced at Los Angeles, Cal.

The following cars showed over 3% decay at final destination:

Car.	Date sh'p'd.	L. A. No.	Final destination.	Seal record at original dest'n.	Percentage decay final dest'n.	Days en route.
5054 RD	6/13	16900	Chicago	Ar'v'd with orig. seals	3½ %	9
2992 PFE	4/20	12303	Albany	1 hatch seal broken	4 %	13
2516 PFE	4/22	12545	Amsterdam	1 door and 1 hatch seals broken	4 %	12
6849 RD	5/ 2	13461	Boston	Ar'v'd with orig. seals	4 %	11
3184 RD	5/ 7	14089	Boston	Ar'v'd with orig. seals	4 %	11
5724 RD	5/27	15711	Cleveland	Ar'v'd with orig. seals	4 %	8
7161 RD	6/ 3	16201	Cleveland	Ar'v'd with orig. seals	4 %	10
3677 RD	5/26	15612	Cin'ti	Ar'v'd with orig. seals	4 % & 5 %	9
4829 PFE	4/ 8	11124	Fonda, N. Y.	No seal report	5 %	13
3891 PFE	4/ 9	11339	Auburn	No seal report	5 %	16
6708 PFE	4/ 9	11340	Catskill	2 hatch seals broken	5 %	14
7946 RD	5/14	14701	Cin'ti	Ar'v'd with orig. seals	5 %	11
6469 RD	5/28	15772	Phila.	Ar'v'd with orig. seals. In cold stg. 10 days.	5 %	11
3814 RD	5/31	15964	Cin'ti	Ar'v'd with orig. seals	5 %	9
1458 RD	5/12	14460	Cin'ti	Ar'v'd with orig. seals	5 % on 56 boxes. Tangerines only	9
7657 RD	6/ 6	16395	Cin'ti	Ar'v'd with orig. seals	5 %	8
3358 RD	5/21	15270	Memphis	Ar'v'd with orig. seals	6 %	8

2398	RD	6/ 3	16213	Chicago	2 hatch seals broken	6 %		12
6881	RD	6/10	16724	Winnipeg	4 hatch seals broken	6 %		18
1425	RD	6/17	17171	Port., Ore.	Ar'v'd with orig. seals	6 %		8
7810	RD	4/25	12731	Cin'ti	1 hatch seal broken	7 %		10
7601	RD	5/ 7	14090	Boston	Ar'v'd with orig. seals	7 %		11
5985	RD	6/ 2	16120	Cleveland	Ar'v'd with orig. seals. In cold stg. 19 days	7 %		10
3089	RD	6/11	16862	Cleveland	Ar'v'd with orig. seals. in cold stg. 29 days	7 %		8
7452	RD	6/ 2	16162	New York	Ar'v'd with original seals	8 %		11
2969	PFE	4/25	12745	Pittsb'g	1 door seal broken	9 % & 10 %		22
8085	RD	6/ 4	16323	Cin'ti	Ar'v'd with orig. seals	10 %		13
4518	RD	5/31	15962	St. Louis	No seal record	10 %		25
1332	RD	6/13	16902	New York	Ar'v'd with orig. seals	12 %		19
1467	RD	5/10	14260	Cin'ti	Ar'v'd with orig. seals	15 % on 218 bxs. Duck brand only		11
4581	RD	5/ 5	13800	Cin'ti	Ar'v'd with orig. seals	20 % on 96 bxs. Standards only		11

Total of 31 cars showed over 3 % decay.
Total of 389 cars practically sound *and sound.*

420 cars pre-cooled and pre-iced at Los Angeles plant to and including July 6th, 1910.

591 COMPLAINANTS' EXHIBIT 75.

Sept. 9, 1910.

Statement Showing Condition at Final Destination of Precooled and Preiced Shipments Made Through California Fruit Growers Exchange from Shippers' Precooling Plants.

Plant.	Total number cars.	Number cars showing over 3% decay.
East Highlands	124	0
Upland	32	3
Pasadena	7	1
Pomona	207	7
Los Angeles	420	31
Total	790	42

592 COMPLAINANTS' EXHIBIT 76.

2 Set Sept. 9, '10.

Statement Showing Condition at Final Destination of Regularly Iced Shipments Made Thru California Fruit Gro. Exchange for Months of April, May, June & July, 1910.

Month—	Total number cars.	Number showing over 3% decay.
April	1722	94
May	1693	108
June	1146	49
July	640	33
Total	5201	Total.. 284

593 COMPLAINANTS' EXHIBIT 77.

2 Set Sept. 9, 1910.

Statement Showing Average Number Pounds of Ice Supplied Per Car for Shipments Precooled by Railroad at Colton, Which Were Iced at Every Station on the Southern Pacific-Ogden Route—Between Colton and Waterloo or Clinton.

	Number through cars.	Total No. lbs. ice supplied.	Average test car.
Test during 1st week in May	14	285900	20421
" " " " " June	10	228658	22865
" " " " " July	None.		
" " " " " Aug.	None.		

594 & 595 COMPLAINANTS' EXHIBIT 78.

Sept. 9, 1910.

Statement Showing Average Number Pounds of Ice Supplied Per Car for Shipments Recooled by Railroads at San Bernardino Which Were Iced at Every Station on the Santa Fe Between San Bernardino and Argentine.

	Number through cars.	Total No. lbs. ice supplied.	Average per car.
Test during last week in April	None.	None.	None.
" " " " " May	"	"	"
" " " " " June	17	297,710	17,512
" " " " " July	33	681,335	20,646

596 (DEFENDANTS' EXHIBIT No. 54.)

Pacific Fruit Express Company.

Average Cost per Ton on Ice in Tanks of Refrigerator Cars at Principal Icing Stations West of Gateways, Season 1909.

Station—			Cost of ice in tanks per ton.
Ashland	In tanks		$4.50
Bakersfield...	On Platform..... at	$2.65	
	Expense of Handling..... "	.46	
			3.11
Carlin	F. O. B. Cars Mountains ..... "	1.67	
	Freight..... "	4.00	
	Shrinkage 13%	.82	
	Handling Expense.. ..... "	.27	
	General Expense, Ins., Int., etc. "	.64	
			7.40
Colton	Cost in House including freight "	3.65	
	Shrinkage 7% ..... "	.25	
	Handling Expense..... "	.28	
			4.18
El Paso.....	Furnished by Ice Co. on platform..... "	4.00	
	Expense of handling into Tanks "	.31	
597			4.31
Fresno	On Platform..... ..... at	4.50	
	Expense of handling into tanks "	.70	
			5.20
Las Vegas.....	Cost of ice on platform.....	3.60	
	Shrinkage 4%	.14	
	Expense of handling into tanks "	.40	
			4.14

Los Angeles..	Furnished by Ice Co. F. O. B. their Plant	2.75	
	Switching charge (estmd.)	.35	
	Shrinkage 10%	.31	
	Expense of handling into tanks	.21	
			3.62
Ogden	Furnished by Ice Co. in Tanks.	2.50	2.50
Portland	Furnished by Ice Co. in Tanks.	5.00	5.00
Red Bluff	Furnished by Ice Co. in Tanks.	8.50	8.50
598			
Roseville	Cost on Platform ... at	2.00	
	Expense of handling into tanks	.21	
			2.21
Sacramento...	F. O. B. Cars Mountains ... at	2.00	
	Freight charges ... "	1.75	
	Shrinkage 15%	.56	
	Expense of handling into tanks	.29	
			4.60
Salt Lake City...	Furnished by Ice Co. in tanks..	.....	3.00
Santa Barbara..	Furnished by Ice Co. in tanks..	.....	4.50
San Francisco...	Furnished by Ice Co. in tanks..	.....	5.00
San Jose	Furnished by Ice Co. on Platform ... at	2.65	
	Expense of handling into tanks "	1.31	
			3.96
Truckee	F. O. B. Cars Icehouse ... "	2.00	
	Freight charges ... "	.25	
	Shrinkage 10%	.23	
	Expense of handling into tanks "	.27	
			2.75
599			
Tucson	Furnished by Ice Co. on platform ... at	4.15	
	Expense of handling into tanks "	.75	
			4.90
Yuma	Furnished by Ice Co. on platform ... "	4.25	
	Expense of handling into tanks "	.24	
			4.49
	Season 1910.		
Colton	Cost on platform and in tanks...	.....	2.50
El Paso	Furnished by Ice Co. in tanks... at	3.50	
	Supervision ... "	.31	
		3.81	
Santa Barbara..	Furnished by Ice Co. in tanks..	.....	4.00

All other stations same cost as season 1909.

600 (DEFENDANT'S EXHIBIT No. 55.)

Statement Showing Number of Cars of Citrus Fruit Shipped to Each Destination Named Below, Average Number of Pounds Ice Used to Refrigerate Each Car Entransit, Average Number of Pounds Ice in Tanks on Arrival of Cars, and Average Temperature at Destination, Also Average Percentage of Fruit in Good Condition.

May, 1910.

Destination.	Number of cars.	Average pounds of ice per car furnished to destination.	Average pounds of ice in tanks on arrival.	Average inside temperature at destination.	Average per cent of fruit in good condition.
Aberdeen, S. D.....	1	24,110	8,250	44	100
Abilene, Texas.....	4	19,628	5,089	38	100
Akron, Ohio	3	26,782	10,500	42	100
Albany, N. Y.....	4	28,715	6,425	49	100
Altoona, Pa.	3	28,725	4,500	39	100
Amsterdam, N. Y. ..	1	37,690	x	x	90
Anaconda, Mont. ...	1	20,300	x	50	98
Ansonia, Conn.	1	28,345	7,333	50	100
Ardmore, Okla.	1	25,260	x	x	100
Atlanta, Ga.	4	27,346	8,125	x	100
Aurora, Ill.	1	26,220	7,333	30	100
Austin, Texas	2	20,885	10,500	x	100
Baker City, Oregon..	1	23,600	x	x	100
Baltimore, Md.	11	28,575	9,682	x	99
Battle Creek, Mich...	1	21,380	8,250	45	100
Bay City, Mich.	4	29,013	6,562	x	100
Burlington, Iowa ...	4	20,990	7,763	x	100
Butte, Montana	6	17,975	7,249	x	100
Billings, Mont.	2	25,900	8,775	x	100
Bradford, Pa.	1	28,246	5,667	x	x
Brandon, Man.	1	20,310	5,000	x	100
Bridgeport, Conn. ..	5	27,570	7,033	x	100
Beaumont, Texas ...	7	21,181	9,549	x	98
Buffalo, N. Y.	33	24,019	3,811	x	99
Beaver Falls, Pa.	1	22,050	6,800	50	100
Bellefontaine, Ohio..	1	25,900	2,000	48	97
Birmingham, Ala. ..	2	23,781	5,667	48	98
Bisbee, Ariz.	1	12,840	x	x	100
Bloomington, Ill. ...	2	32,253	8,000	x	100
Boise, Idaho	2	17,000	x	x	100
Boston, Mass.	85	28,941	8,233	x	99

Destination.	Number of cars.	Average pounds of ice per car furnished to destination.	Average pounds of ice in tanks on arrival.	Average inside temperature at destination.	Average per cent of fruit in good condition.
Centralia, Wash.....	1	22,200	5,500	x	100
Chicago, Ill.	157	23,576	9,275	x	99
Calgary, Alberta	7	25,176	9,090	38	100
Cadillac, Mich.	1	31,660	9,625	50	91
Charleston, W. Va...	1	31,195	x	x	x
Chetham, Ontario...	1	31,073	x	x	100
Cairo, Ill.	1	25,940	8,250	35	100
Cleveland, Ohio	14	24,164	8,436	x	100
Columbus, Ohio	11	26,492	7,670	x	100
Champaign, Ill.	1	23,730	x	x	x
Chillicothe, Mo.	1	24,350	5,500	35	100
Chanute, Kan.	1	19,205	8,000	x	100
Chickasha, Okla. ...	1	21,780	x	x	x
Cedar Rapids, Iowa .	1	17,090	9,625	42	100
Cincinnati, Ohio	7	26,952	8,296	x	100
Coffeyville, Kan. ...	1	21,370	7,333	43	100
Colorado Springs, Colo.	2	23,770	9,833	44	100
Columbia, S. C.	1	26,620	4,000	50	100
Cortland, N. Y.	2	31,299	x	x	100
Dallas, Texas	6	21,058	7,368	x	100
Danville, Ill.	3	23,355	7,875	x	100
Davenport, Iowa	5	22,976	8,107	x	100
Deadwood, S. D.	1	26,850	9,625	38	100
Des Moines, Iowa ...	14	20,143	7,448	x	100
Denver, Colo.	7	20,200	9,096	x	100
Denison, Texas	3	23,603	x	68	100
Decatur, Ill.	1	25,375	5,500	x	100
Detroit, Mich.	17	25,893	5,969	x	100
Dubuque, Iowa.....	2	24,690	9,625	x	100
Duluth, Minn.	2	26,188	8,938	38	100
Edmonston, Alberta.	8	28,132	7,713	x	100
Elmira, N. Y.	2	34,285	7,563	44	100
El Paso, Texas	4	18,743	6,975	x	100
Enid, Okla.	2	23,165	7,313	40	100
Evansville, Ind.	3	28,765	8,636	x	100
Ft. Worth, Texas ...	8	18,495	8,929	48	100
Ft. Smith, Ark.	2	24,615	4,000	58	100
Ft. Dodge, Iowa	1	21,250	5,667	x	100
Ft. Wayne, Ind.	3	23,508	8,916	x	100
Fargo, N. D.	1	26,050	8,250	x	100
Fergus Falls, Minn. .	1	23,110	3,000	60	100
Fernie, D. C.	1	25,300	x	x	100
Galveston, Texas....	1	25,520	x	x	100

Destination.	Number of cars.	Average pounds of ice per car furnished to destination.	Average pounds of ice in tanks on arrival.	Average inside temperature at destination.	Average per cent of fruit in good condition.
Geneva, N. Y.	1	31,490	x	x	100
Grand Forks, N. D...	2	23,720	8,479	x	100
Grand Island, Neb...	4	19,271	9,811	x	100
Great Falls, Mont. ..	4	25,218	9,167	45	100
Green Bay, Wis.....	1	27,280	4,250	x	100
Grand Rapids, Mich..	5	23,131	10,556	48	100
Hamilton, Ont.	3	23,783	6,292	47	100
Harrisburg, Pa.	3	28,622	7,500	41	100
Houston, Texas	15	22,026	8,033	45	99
Hobart, Okla.	1	18,760	7,333	x	100
Helena, Mont.	1	18,150	5,667	46	100
Hattiesburg, Miss...	1	26,695	x	x	x
Hartford, Conn.	5	26,711	6,650	x	100

x Indicates no report.

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Huron, S. D.	1	23,750	5,667	38	100
Hutchinson, Kan. ..	3	20,768	9,625	x	100
Indianapolis, Ind. ..	13	24,863	7,350	44	100
Ithaca, N. Y.....	1	30,250	x	x	x
Joplin, Mo.	2	22,565	4,875	x	100
Jackson, Mich.	1	21,650	4,875	x	100
Jackson, Miss.	1	22,295	7,000	x	100
Jacksonville, Fla. ...	1	30,510	10,500	x	100
Jamesville, Wis.	2	22,552	3,000	x	100
Johnstown, Pa.	1	25,140	5,500	x	100
Jonesboro, Ark.	2	21,625	11,000	x	100
Kingston, Ont.	1	26,400	x	x	100
Knoxville, Tenn. ...	1	26,565	x	x	100
Kansas City, Mo. ...	11	22,375	8,227	37	100
Katispell, Mont.	2	23,757	10,500	x	100
Lawton, Okla.	2	22,175	6,500	65	100
Lancaster, Pa.	1	25,680	5,250	x	100
Lehighton, Pa.	1	30,115	8,250	x	100
Lethbridge, Alberta .	6	20,633	1,500	20	100
Lewiston, Idaho	1	13,650	2,833	x	100
Lexington, Ky.	2	21,257	5,666	45	100
Lynchburg, W. Va..	2	26,785	6,248	39	100
Lincoln, Neb.	16	21,446	9,140	44	100
Little Rock, Ark. ...	2	23,952	7,562	52	100
Louisville, Ky.	6	26,324	9,208	31	700

Destination.	Number of cars.	Average pounds of ice per car furnished to destination.	Average pounds of ice in tanks on arrival.	Average inside temperature at destination.	Average per cent of fruit in good condition.
Landon, Ont.	2	22,835	5,252	x	x
Livingston, Mont....	1	24,600	x	x	100
Madison, Wis.	2	23,092	7,497	45	100
Mancato, Minn.	1	26,720	7,497	x	100
Marion, Ind.	2	23,640	9,625	64	100
Medicine Hat, Alberta	2	22,695	10,000	x	100
Memphis, Tenn.	16	23,566	7,757	53	100
Milwaukee, Wis. ...	31	23,932	9,097	39	99
Minneapolis, Minn...	16	23,566	7,757	43	100
Minot, Minn.	1	32,709	9,625	40	100
Mexia, Texas	1	19,197	7,333	x	100
Miles City, Mont. ...	1	21,800	x	x	100
Missoula, Mont.	1	23,400	9,625	41	100
Mitchell, S. D.	4	22,369	7,175	44	100
Mobile, Ala.	2	26,722	7,333	x	x
Montreal, Que.	14	28,402	8,687	47	100
Moose Jaw, Susk. ...	2	22,990	2,000	43	100
Muncie, Ind.	1	26,430	7,333	x	100
Muskogee, Okla.	4	21,230	8,250	62	100
New York, N. Y. ...	201	25,987	8,354	50	99
Nashville, Tenn.	1	22,600	x	x	100
New Britain, Conn...	1	29,650	5,000	40	100
New Castle, Pa.	2	23,725	x	x	x
New Haven, Conn. ..	2	31,605	9,625	43	100
New London, Conn. .	1	32,225	8,250	35	100
Norfolk, Va.	2	27,915	4,250	x	100
Norwich, N. Y.	1	31,490	2,000	45	100
New Orleans, La. ..	23	23,620	7,441	62	100
Oakland, Calif.	1	16,400	x	x	100
Ogden, Utah	5	18,060	7,400	60	100
Omaha, Neb.	28	22,678	8,936	45	100
Oxford, N. Y.	1	25,355	7,000	x	100
Ottawa, Ont.	4	24,649	6,218	30	100
Ottumwa, Iowa	2	20,710	9,625	37	100
Owen Sound, Ont. ..	1	27,850	x	x	100
Oklahoma City, Okla.	6	23,092	8,708	43	100
Pittsburgh, Pa.	55	27,391	9,878	44	99
Philadelphia, Pa. ...	66	20,661	7,041	55	100
Pine Bluff, Ark.	2	23,193	7,250	x	100
Pittsfield, Miss.	2	24,895	8,500	47	100
Portland, Oregon, ...	9	19,279	7,800	x	100
Pocatello, Idaho	2	16,725	5,750	x	100

Destination.	Number of cars.	Average pounds of ice per car furnished to destination.	Average pounds of ice in tanks on arrival.	Average inside temperature at destination.	Average per cent of fruit in good condition.
Providence, R. I. ...	2	26,973	8,000	x	100
Pueblo, Colo.	3	19,367	7,600	41	100
Peoria, Ill.	2	33,893	6,000	43	100
Paris, Texas	1	19,080	x	x	100
Quincy, Ill.	2	23,010	6,125	x	100
Roanoke, Va.	9	27,608	x	x	100
Richmond, Va.	9	27,127	6,546	x	100
Rockford, Ill.	1	25,300	5,100	x	100
Rogers, Ark.	2	20,765	9,625	x	100
Rochester, N. Y.	2	26,220	8,000	x	100
Siloam Springs, Ark.	1	21,700	x	x	x
Saginaw, Mich.	1	23,005	5,667	x	100
St. Joseph, Mo.....	5	23,043	8,525	41	100
St. Louis, Mo.	15	20,515	7,194	43	99
Sand Point, Idaho ..	1	23,900	10,000	45	100
San Antonio, Texas..	18	19,129	9,278	55	100
St. Paul, Minn.	8	22,448	7,719	43	100
Salina, Kan.	3	24,650	9,208	52	100
San Jose, Calif.	2	13,000	x	x	100
Schenectady, N. Y. .	1	33,750	9,625	x	100
San Francisco, Calif.	1	16,300	8,250	x	100
Scranton, Pa.	12	27,311	9,073	44	99
Springfield, Mass. ..	10	29,937	8,475	x	100
Salt Lake City, Utah.	10	16,504	8,374	x	100
Sioux City, Iowa....	15	21,831	8,548	44	100
Spokane, Wash.	10	21,815	8,425	48	100
Streator, Ill.	2	27,230	6,375	x	100
Sidney, N. S.	1	28,150	x	x	100
Syracuse, N. Y.	8	28,774	8,708	58	x
Springfield, Ohio...	1	26,335	8,250	x	100

x Indicates no record.

Shawnee, Okla.	2	22,745	6,021	x	100
South Bend, Ind....	3	23,233	x	x	100
Sioux Falls, S. D. ...	2	25,363	11,000	49	100
Springfield, Ill.	2	35,825	5,867	x	100
Seattle, Wash.	26	20,590	8,541	47	100
Springfield, Mo.	1	29,920	x	44	100
Tacoma, Wash.	10	19,945	7,050	55	100
Terre Haute, Ind....	4	23,179	7,211	35	100

Destination.	Number of cars.	Average pounds of ice per car furnished to destination.	Average pounds of ice in tanks on arrival.	Average inside temperature at destination.	Average per cent of fruit in good condition.
Thief River Falls, Minn.	1	25,195	x	x	100
Toledo, Ohio	7	55,341	8,528	44	100
Topeka, Kas.	10	20,219	8,089	47	99
Toronto, Ont.	23	24,552	8,214	48	100
Trinidad, Colo.	1	20,360	x	x	x
Troy, N. Y.	1	27,250	x	x	x
Vicksburg, Miss.	1	25,570	9,625	54	100
Van Vert, Ohio	1	30,105	7,497	48	95
Vancouver, B. C.	3	20,033	6,111	58	x
Valley City, N. D.	1	28,125	8,250	43	x
Waterloo, Iowa	4	24,603	3,719	54	100
Wichita Falls, Texas.	2	24,585	7,313	x	100
Wagoner, Okla.	1	17,930	7,497	x	100
Waco, Texas	3	23,832	5,500	x	100
Waterbury, Conn.	2	27,225	4,000	46	100
Watuppa, Mass.	1	31,010	8,250	x	100
Wellington, Kan.	1	21,790	7,333	x	100
Washington, D. C.	9	29,089	9,069	49	99
Watertown, S. D.	2	47,365	x	x	100
Woodsville, N. H.	1	26,810	2,000	38	100
Webb City, Mo.	1	26,925	x	x	100
Wichita, Kan.	7	22,130	8,893	x	100
Waverly, N. Y.	1	30,050	7,650	39	100
Wilkesbarre, Pa.	1	25,360	8,250	x	100
Winnipeg, Man.	4	25,536	7,511	38	100
Zanesville, Ohio	1	25,150	x	x	100

x Indicates no record.

603 (DEFENDANT'S EXHIBIT No. 56.)

Statement Showing Number of Cars of Citrus Fruit Shipped to Each Destination Named Below, Average Number of Pounds Ice Used to Refrigerate Each Car Entransit. Average Number of Pounds Ice in Tanks on Arrival of Cars, and Average Temperature as Destination, also Average Percentage of Fruit in Good Condition.

June, 1910.

Destination.	Number of cars.	Average pounds of ice per car furnished to destination.	Average pounds of ice in tanks on arrival.	Average inside temperature at destination.	Average per cent of fruit in good condition.
Aberdeen, S. D.	1	28,645	9,630	50	100
Auburn, N. Y.	1	33,580	x	x	100
Abilene, Texas	1	19,300	7,334	x	100
Albany, N. Y.	6	30,044	8,115	58	100
Ardmore, Texas	1	31,255	7,344	x	100
Auburn, Maine	1	29,190	7,332	x	100
Butte, Mont.	2	42,000	8,000	x	100
Burlington, Vt.	1	35,000	1,000	45	100
Burlington, Iowa ...	6	25,475	7,506	50	100
Bakersfield, Calif. ...	1	11,000	x	x	100
Buffalo, N. Y.	18	28,618	7,291	41	99
Beaumont, Texas ...	2	25,305	8,000	x	100
Bay City, Mich.	3	29,300	8,708	40	100
Bangor, Maine	4	22,508	3,277	58	100
Baltimore, Md.	6	30,325	8,083	44	100
Boston, Mass.	52	32,818	6,751	43	100
Bisbee, Ariz.	2	15,703	6,855	x	100
Berlin, Ontario	1	31,525	7,334	40	100
Bridgeport, Conn. ..	2	31,135	4,958	x	100
Bradford, Ontario ..	1	25,335	3,400	39	100
Brandon, Ontario ...	1	28,220	6,000	x	100
Bowie, Texas	2	14,587	2,500	x	100
Bluefield, W. V.	1	35,425	7,000	x	100
Bloomington, Ill. ...	2	25,398	4,250	x	100
Bismarck, N. D.	3	28,628	6,721	50	100
Chicago, Ill.	76	25,710	8,678	45	99
Cleveland, Ohio	9	28,717	7,008	40	100
Columbus, Ohio	11	28,323	8,234	44	100
Colorado Springs, Colo.	2	20,388	9,625	53	100
Coffeyville, Arkansas.	1	29,295	9,625	x	100
Crookston, N. D.	3	31,358	4,875	50	100
Calgary, Alberta ...	6	26,500	7,444	60	100

Destination.	Number of cars.	Average pounds of ice per car furnished to destination.	Average pounds of ice in tanks on arrival.	Average inside temperature at destination.	Average per cent of fruit in good condition.
Cincinnati, Ohio....	3	30,628	6,875	43	100
Cheyenne, Wyo.	1	18,470	6,750	44	100
Champaign, Ill.	1	27,090	5,000	x	100
Cedar Rapids, Iowa..	2	23,212	8,250	45	100
Catskill, N. Y.....	1	34,005	3,667	44	100
Canton, Ohio	1	29,745	6,600	x	100
Clinton, Iowa	1	24,060	7,100	44	100
Chickasha, Okla. ...	1	29,120	9,625	50	100
Des Moines, Iowa ...	5	21,990	7,485	42	100
Denver, Colo.	9	20,947	9,049	47	100
Duluth, Minn.	5	30,790	7,312	x	100
Dallas, Texas	1	22,380	9,625	60	100
Davenport, Iowa	5	43,280	7,000	49	100
Dubuque, Iowa	3	21,832	8,355	x	100
Detroit, Mich.....	12	30,160	5,708	42	100
Edmonton, Alberta..	2	32,473	7,313	42	100
Elmira, N. Y.	1	30,840	7,441	42	100
El Paso, Texas	3	18,473	4,967	x	100
Emporia, Kansas ...	1	25,260	5,000	44	100
Erie, N. Y.....	3	27,068	7,458	41	100
Evansville, Ind.	1	27,010	5,500	40	100
Fargo, N. D.	5	30,253	8,125	x	100
Finlay, Ohio	1	27,190	4,000	52	100
Flint, Mich.	1	33,705	x	x	100
Grand Forks, N. D...	2	30,643	7,067	51	100
Galesburg, Ill.	1	20,505	7,000	50	100
Geneva, Ill.....	1	34,175	8,250	x	100
Grand Rapids, Mich.	4	28,994	8,388	51	100
Grand Island, Neb...	3	21,818	8,060	43	100
Great Falls, Mont. ..	3	23,511	8,499	45	100
Green Bay, Wis.	1	26,245	9,625	50	100
Guelph, Ontario	1	31,700	8,000	42	100
Guthrie, Okla.	1	28,100	5,550	58	100
Holdrege, Neb.	1	24,600	9,625	48	100
Halifax, N. S.	1	37,270	8,250	40	100
Houston, Texas	4	24,192	8,250	42	100
Hinton, W. Va.	1	43,455	5,500	45	100
Hannibal, Mo.	1	29,320	7,334	x	100
Harrisburg, Pa.	1	25,440	7,441	45	100
Hartford, Conn.	1	26,940	6,000	x	100
Hastings, Neb.	1	22,600	7,441	x	100
Helena, Mont.	2	19,155	5,812	45	100
Hutchinson, Kan. ..	2	18,485	8,000	x	100

Destination.	Number of cars.	Average pounds of ice per car furnished to destination.	Average pounds of ice in tanks on arrival.	Average inside temperature at destination.	Average per cent of fruit in good condition.
Hamilton, Ontario..	2	28,295	8,000	48	100
Indianapolis, Ind....	8	27,884	7,000	44	100
Joplin, Mo.	1	22,800	2,750	x	85
Jamestown, Pa.	1	28,095	4,000	45	100
Janesville, Wis.	1	20,600	6,000	x	100
Kalamazoo, Mich. ..	1	25,660	5,666	46	100
Kankakee, Ill.....	1	23,085	x	x	100
Kansas City, Mo. ...	5	23,168	8,900	39	x
Little Rock, Ark. ...	4	23,946	8,266	49	100
Logansport, Ind. ...	1	29,545	4,000	55	100
Lima, Ohio	1	28,980	4,000	48	100
London, Ontario	1	31,420	9,625	x	x
Louisville, Ky.	3	23,838	7,600	34	100
La Crosse, Wis.	3	26,736	6,375	x	100
Lansing, Mich.	1	37,650	5,500	x	x
Laramie, Wyo.	1	16,330	4,250	48	100
Lawton, Okla.	1	22,020	7,334	60	100
Leavenworth, Kan..	1	33,100	9,625	50	100
Lincoln, Neb.	4	26,023	8,812	x	100
Wilwaukee, Wis. ...	26	26,497	8,644	42	100
Mankato, Minn.	1	33,300	x	45	100
Marion, Ind.	1	30,165	9,625	x	100
Mason City, Iowa...	1	22,405	9,625	x	x
McAlester, Okla. ...	1	22,860	2,000	60	100
Medicine Hat, Alberta	1	29,600	6,000	61	x
Memphis, Tenn.	1	29,400	6,800	57	100
Midland, Texas	1	27,855	300	x	100
Minneapolis, Minn...	31	26,578	7,401	44	100
Minot, Minn.	1	36,556	9,625	48	100
Missoula, Mont.	1	25,200	9,625	57	100
Mitchell, S. D.	3	24,410	6,233	x	100
Muncie, Ind.	1	27,050	5,666	x	100
Montreal, Quebec ...	4	29,312	6,600	47	100
Newcastle, Pa.	1	23,030	x	x	100
New Orleans, La.....	5	27,873	6,226	60	100
New York, N. Y. ...	117	30,196	7,833	50	99
Norwich, Conn.	1	34,610	2,000	45	100
Norfolk, Va.	1	29,335	7,334	x	100

x Indicates no record.

Destination.	Number of cars.	Average pounds of ice per car furnished to destination.	Average pounds of ice in tanks on arrival.	Average inside temperature at destination.	Average per cent of fruit in good condition.
Onenata, N. H.	3	29,546	5,083	x	100
Ottawa, Ontario	5	28,954	7,058	45	100
Owen Sound, Ontario	3	28,588	6,500	38	100
Oelwein, Iowa	2	24,412	7,104	x	100
Ottumwa, Iowa	3	26,135	9,496	38	100
Ogden, Utah	6	19,205	7,267	68	100
Olean, N. Y.....	1	30,920	x	x	100
Oklahoma City, Okla.	1	29,700	7,334	40	100
Omaha, Neb.	18	23,463	8,860	48	100
Pittsburgh, Pa.	38	28,737	8,246	47	99
Paris, Texas	1	24,900	8,250	x	100
Parsons, Kan.	1	25,875	x	x	x
Peoria, Ill.	3	23,662	7,688	48	100
Philadelphia, Pa. ...	42	29,617	6,922	46	100
Pittsfield, Mass.	1	26,720	8,000	45	100
Pipestone, Minn.....	1	24,510	4,250	x	100
Pocatello, Idaho	1	20,870	8,880	45	100
Portland, Maine	1	30,060	4,000	x	x
Providence, R. I. ...	4	27,341	4,500	x	100
Pittsburg, Kan.	1	18,105	6,375	50	100
Quannah, Texas....	1	22,620	8,000	45	100
Quincy, Ill.	1	23,935	9,625	x	100
Richmond, Va.	1	28,035	4,250	x	x
Roanoke, Va.	1	42,700	x	x	100
Rochester, Minn. ...	1	24,280	10,500	45	100
Rogers, Okla.	1	23,800	9,625	x	100
Rochester, N. Y. ...	1	26,745	3,000	x	100
Syracuse, N. Y.	7	31,822	6,600	x	100
St. Joseph, Mo.....	3	24,108	8,333	41	100
St. Louis, Mo.....	8	25,805	6,758	48	100
Scranton, Pa.	7	31,757	8,545	46	100
Seattle, Wash.	11	110,132	6,727	45	100
Shawnee, Okla.	1	21,600	2,441	x	x
Shreveport, La.....	2	30,935	7,334	x	100
Sioux City, Iowa ...	5	23,667	7,251	45	100
South Bend, Ind....	3	26,977	7,334	45	100
Springfield, Ill.	2	29,277	6,600	x	100
Springfield, Mass. ..	1	23,690	5,666	x	100
Springfield, Mo.....	1	23,330	7,500	36	100
Salina, Kan.	2	25,277	7,562	x	100
Salt Lake City, Utah.	3	18,563	6,370	51	100
San Antonio, Texas.	4	20,925	8,042	49	100

Destination.	Number of cars.	Average pounds of ice per car furnished to destination.	Average pounds of ice in tanks on arrival.	Average inside temperature at destination.	Average per cent of fruit in good condition.
Saranac Lake, New York	1	42,860	x	x	x
Schenectady, N. Y.	1	25,950	x	x	x
St. Paul	8	25,638	7,874	44	100
Stratford, Ontario	1	26,210	6,000	x	100
Sioux Falls, S. D.	1	28,435	8,250	50	100
Terre Haute, Ind.	1	24,945	8,250	x	100
Texarkana, Ark.	2	33,888	7,500	51	100
Thief River Falls, Minn.	2	26,882	9,625	x	100
Toledo, Ohio	4	26,306	6,310	52	100
Topeka, Kan.	5	27,149	7,860	51	100
Toronto, Ontario	18	28,608	7,784	52	100
Troy, N. Y.	1	32,135	8,000	x	100
Tulsa, Okla.	2	23,145	8,250	x	100
Utica, N. Y.	1	36,690	8,250	x	100
Valley City, Iowa	1	29,820	8,250	x	100
Vancouver, B. C.	1	18,800	4,250	x	100
Watertown, N. Y.	1	32,350	5,500	x	100
Wellington, Kan.	1	26,000	9,625	x	100
Wheeling, W. Va.	1	19,190	9,625	45	100
Wichita, Kan.	1	20,030	7,447	x	x
Williamsport, Pa.	1	24,000	6,370	50	100
Winnipeg, Man.	7	29,383	7,898	50	100
Waco, Texas	2	23,300	5,500	x	100
Wahpeton, N. D.	2	21,490	3,188	52	100
Washington, D. C.	3	30,011	7,750	51	100
Waterloo, Iowa	4	29,250	7,310	47	100
Worcester, N. Y.	1	30,755	6,370	x	100
Watertown, Minn.	1	26,590	5,500	x	100
Zanesville, Ohio	1	27,880	6,750	65	100

605 (DEFENDANT'S EXHIBIT No. 57.)

Statement Showing Number of Cars of Citrus Fruit Shipped to Each Destination Named Below, Average Number of Pounds Ice Used to Refrigerate Each Car Entransit, Average Number of Pounds Ice in Tanks on Arrival of Cars, and Average Temperature at Destination, also Average Percentage of Fruit in Good Condition.

July, 1910.

Destination.	Number of cars.	Average pounds of ice per car furnished to destination.	Average pounds of ice in tanks on arrival.	Average inside temperature at destination.	Average per cent of fruit in good condition.
Aberdeen, S. D.	1	24,100	6,375	50	100
Abilene, Texas	2	19,468	7,333	44	100
Albany, N. Y.	1	36,200	9,625	58	100
Baltimore, Md.	2	34,058	8,313	46	100
Berlin, Ontario	1	31,325	3,030	x	100
Buffalo, N. Y.....	14	32,393	8,286	41	100
Bloomington, Ill. ...	2	26,730	5,874	x	100
Bridgeport, Conn. ..	1	36,025	5,500	x	100
Bradford, Pa.	1	32,560	x	x	100
Boston, Mass.	20	37,869	7,375	44	99
Burlington, Iowa ...	4	25,762	8,250	x	100
Calgary, Alberta ...	3	30,618	8,916	x	100
Champaign, Ill.	1	26,460	5,050	x	100
Cedar Rapids, Iowa..	1	24,455	5,500	61	100
Chicago, Ill.	82	29,159	8,147	46	100
Cincinnati, Ohio....	3	34,408	7,944	45	100
Cleveland, Ohio	7	30,411	7,632	41	99
Columbus, Ohio	7	28,646	6,906	46	100
Dayton, Ohio	1	31,010	8,800	44	100
Davenport, Iowa ...	1	24,605	6,000	50	100
Deadwood, S. D.	1	31,360	9,625	45	100
Denver, Colo.	7	23,683	8,942	48	100
Denison, Texas	1	22,800	x	x	100
Des Moines, Iowa...	9	25,696	7,311	46	100
Detroit, Mich.	5	30,254	5,900	[illegible]	100
Duluth, Minn.	3	28,952	6,375	x	100
Edmonton, Alberta..	2	26,610	5,500	43	99
Enid, Oklahoma ...	1	25,750	8,000	x	100
Erie, Pa.	1	27,900	9,625	45	100
Fargo, N. D.	2	31,518	7,500	x	100
Finlay, Ohio.....	2	30,717	3,000	52	100
Flint, Michigan	1	27,800	6,375	40	100

Destination.	Number of cars.	Average pounds of ice per car furnished to destination.	Average pounds of ice in tanks on arrival.	Average inside temperature at destination.	Average per cent of fruit in good condition.
Ft. Wayne, Ind. ...	1	29,500	9,625	48	100
Galesburg, Ill.	1	26,735	4,000	50	100
Glen Falls, Iowa ...	1	30,955	x	x	x
Grand Rapids, Mich.	3	29,827	6,444	46	100
Great Falls, S. D. ...	1	30,375	8,250	40	100
Hamilton, Ontario ..	1	29,670	4,250	54	100
Hancock, Mich.	1	35,610	x	x	x
Harrisburg, Pa.	2	32,040	7,000	45	100
Hastings, Neb.	1	24,895	9,625	x	x
Houghton, Mich. ...	1	39,060	x	x	x
Houston, Texas	1	27,556	8,700	48	100
Huntington, W. Va..	1	29,680	x	x	100
Ithaca, N. Y.	1	30,680	x	x	x
Indianapolis, Ind. ..	6	31,485	6,375	47	100
Kalamazoo, Mich. ..	1	30,845	7,333	56	100
Kansas City, Mo. ...	7	26,139	8,714	39	100
Laramie, Wyo.	1	23,630	9,625	50	100
Lima, Ohio	1	26,970	3,000	52	100
Lincoln, Neb.	4	25,529	9,281	x	100
London, Ontario ...	1	31,300	x	x	x
Memphis, Tenn. ...	2	33,600	7,333	58	100
Milwaukee, Wis. ...	6	27,983	8,208	41	100
Minot, Minn.	1	28,310	2,500	45	100
Minneapolis, Minn. .	21	27,430	8,157	43	100
Mitchell, S. D.	1	22,350	8,250	x	100
Montreal, Quebec ...	7	32,208	5,340	46	100
Muskogee, Okla.....	1	22,600	4,250	x	100
New York, N. Y.....	78	32,982	8,488	50	100
New Orleans, La. ...	2	25,464	8,250	x	100
Omaha, Neb.	7	26,147	7,982	48	100
Onenta, N. Y.	1	35,860	9,625	50	100
Ottawa, Ontario	2	18,245	6,499	48	100
Owen Sound, Ontario	3	27,600	3,296	38	100
Oelwein, Iowa.....	1	25,330	8,250	x	100
Peoria, Ill.	1	31,570	9,625	50	100
Poughkeepsie, N. Y.	1	28,905	x	x	100
Philadelphia, Pa. ...	18	33,247	7,070	47	100
Pittsburgh, Pa.	23	32,562	8,661	45	100
Pittsfield, Mass.	1	45,390	x	48	100
Pocatello, Idaho	2	20,908	6,588	47	100
Portland, Oregon ...	1	21,600	6,375	x	100
Providence, R. I. ...	4	39,769	3,563	x	100
Quebec, Canada	1	32,970	4,250	x	100

Destination.	Number of cars.	Average pounds of ice per car furnished to destination.	Average pounds of ice in tanks on arrival.	Average inside temperature at destination.	Average per cent of fruit in good condition.
Rock Springs, Mass. .	1	24,710	5,500	42	100
Springfield, Mo.	1	27,620	7,500	45	100
Springfield, Mass. ..	1	33,515	7,333	x	x
St. Joseph, Mo.	2	24,366	8,000	41	100
St. Louis, Mo.....	6	25,241	5,792	48	100
St. Paul, Minn.	3	28,913	7,389	46	100
Salt Lake City, Utah	2	15,900	7,313	52	100
Sault Ste Marie, Minn.	1	23,145	5,500	44	x
Schenectady, N. Y. .	1	31,620	9,625	x	100
Scranton, Pa.	3	29,855	9,625	47	100
Seattle, Wash.	2	21,125	7,792	46	100
Spokane, Wash.	5	23,220	4,875	52	100
Sioux Falls, S. D. ..	1	20,000	6,375	50	100

x Indicates no report.

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Sioux City, Iowa...	2	33,248	6,650	38	100
Tacoma, Wash.	5	22,200	6,275	x	100
Syracuse, N. Y.	4	35,556	7,708	x	100
Terre Haute, Ind. ..	3	29,142	5,749	35	100
Toledo, Ohio	6	29,156	6,931	47	100
Toronto, Ontario ...	14	31,870	6,953	46	100
Troy, N. Y.	1	40,180	4,250	x	x
Topeka, Kansas.....	1	26,226	7,000	48	100
Utica, N. Y.	1	30,510	6,375	x	100
Washington, D. C. ..	4	33,938	9,625	49	100
Vancouver, B. C. ...	4	20,275	4,646	x	100
Wahpeton, N. D. ...	1	21,890	9,625	50	100
Wichita, Kansas	3	26,867	8,915	46	100
Watertown, Minn. ..	1	29,190	2,833	x	100
Winnipeg, Manitoba.	7	27,831	8,637	51	100

x Indicates no report.

Sep. 9, '10.

Statement of Refrigeration Revenue, Cost of Ice, and Difference Covering Citrus Fruit from Southern California During Season November 1st, 1908, to October 31st, 1909.

Month.	No. cars.	Cost of ice.	Refrigeration.	Difference—per cent.
Nov. to March	284	$9,966.35	$20,431.09	$10,464.74
Average		35.09	71.94	36.85–51.22%
April	1844	79,185.27	131,207.73	52,022.46
Average		42.94	71.15	28.21–39.64%
May	2106	95,994.79	147,368.88	51,374.09
Average		45.58	69.98	24.40–35%
June	2083	118,239.18	143,719.77	25,480.59
Average		56.76	68.99	12.23–17.73%
July	1720	103,796.06	115,850.44	12,525.08
Average		60.34	67.34	7.00–10.4%
August	849	53,274.71	56,753.69	3,478.98
Average		62.75	66.85	4.10–6.10%
September	632	36,752.31	43,319.73	6,567.42
Average		58.15	68.54	10.39–15.16%
October	349	14,680.69	24,168.93	9,488.24
Average		42.07	69.26	27.19–39.26%
Season	9867	$511,889.36	$682,820.26	$170,930.90
Average		51.87	69.20	17.33–25.03%

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Office Supreme Court, U. S.
FILED.
OCT 13 1913
JAMES H. McKENNEY,
CLERK.

IN THE

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1913.

No. ~~1164~~ 590.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, SOUTHERN PACIFIC COMPANY, AND SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD COMPANY, APPELLANTS,

vs.

UNITED STATES OF AMERICA, INTERSTATE COMMERCE COMMISSION, AND ARLINGTON HEIGHTS FRUIT EXCHANGE ET AL., APPELLEES.

MOTION TO ADVANCE.

ROBERT DUNLAP,
T. J. NORTON,
JAMES G. WILSON,
A. S. HALSTED,
For Appellants.

GARDINER LATHROP,
Of Counsel.

JUNE 11, 1913.

IN THE

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1912.

No. 1164.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, SOUTHERN PACIFIC COMPANY, AND SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD COMPANY, APPELLANTS,

vs.

UNITED STATES OF AMERICA, INTERSTATE COMMERCE COMMISSION, AND ARLINGTON HEIGHTS FRUIT EXCHANGE ET AL., APPELLEES.

MOTION TO ADVANCE.

Come now the appellants in this cause and show to the court that it is an appeal from a judgment of the Commerce Court upholding an order of the Interstate Commerce Commission requiring ap-

pellants to permit shippers to furnish for themselves the "icing" which section 1 of the Act to Regulate Commerce requires carriers to provide, and denying the right of appellants to insist upon furnishing in its entirety the "refrigeration or icing" mentioned in said first section, and by said order reducing the appellants' charges for refrigerating and greatly lessening their income from said service; that under the fourth paragraph of the second section of the act of Congress creating said Commerce Court (36 Stat. L., 539, 542; sec. 210 Judicial Code; 36 Stat. L., 1087, 1150) this cause is entitled to priority in hearing and determination over all other causes in this court except criminal causes; that unless this cause be advanced on the calendar and given priority of hearing the order of the Commission from which relief is sought will have expired before the cause can be determined by this court, said order of the Interstate Commerce Commission having become effective on May 20, 1912, to remain effective for a term of two years thereafter; that there are involved legal questions of great importance to the public as well as to the appellants; and that the appellants are suffering daily heavy losses of revenue on account of said order, which losses they will never be able to recover, because the multiplicity of suits which would be necessary and the costs which would be incurred would render the remedy of actions at law inadequate and practically ineffectual.

Wherefore appellants ask that this cause be advanced in accordance with the act of Congress aforesaid and be given the priority in hearing and determination therein provided for.

ROBERT DUNLAP,
T. J. NORTON,
JAMES G. WILSON,
A. S. HALSTED,
For Appellants.

GARDINER LATHROP,
Of Counsel.

JUNE 11, 1913.

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Office Supreme Court, U. S.
FILED
NOV 8 1913
JAMES D. MAHER
Clerk

IN THE

Supreme Court of the United States

OCTOBER TERM, 1913.

No. 590

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, SOUTHERN PACIFIC COMPANY, AND SAN PEDRO, LOS ANGELES & SALT LAKE RAILROAD COMPANY,

Appellants,

vs.

THE UNITED STATES, THE INTERSTATE COMMERCE COMMISSION, AND ARLINGTON HEIGHTS FRUIT EXCHANGE,

Appellees.

APPEAL FROM THE UNITED STATES COMMERCE COURT.

BRIEF FOR APPELLANTS.

ROBERT DUNLAP,
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[illegible] PRINTING COMPANY, CHICAGO.

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IN THE

Supreme Court of the United States

OCTOBER TERM, 1913.

No. 590

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, SOUTHERN PACIFIC COMPANY, AND SAN PEDRO, LOS ANGELES & SALT LAKE RAILROAD COMPANY,

Appellants,

vs.

THE UNITED STATES, THE INTERSTATE COMMERCE COMMISSION, AND ARLINGTON HEIGHTS FRUIT EXCHANGE,

Appellees.

APPEAL FROM THE UNITED STATES COMMERCE COURT.

BRIEF FOR APPELLANTS.

NOTE: References in parentheses in both Roman and Arabic numerals are to the volume and the page of the record respectively. Thus (I, 135) means Volume I of the record, page 135.

STATEMENT OF THE CASE.

This suit involves the validity of an order of the Interstate Commerce Commission suspending and finally holding illegal an amendment to the refrigeration tariffs of the carriers whereby there was withdrawn from a class of shippers of citrus fruit in California the privilege or permission of preicing cars, or rather, furnishing the initial icing of cars for the refrigeration thereof in the transportation

of citrus fruit, and whereby the duty of furnishing such refrigeration was assumed exclusively by the carriers, and in which order said Commission reduced the carriers' charge theretofore made where the shipper had been permitted to furnish part of the refrigeration service and fixed a charge therefor, which, from the Commission's own findings and report is clearly noncompensatory and unreasonably low.

History of the Litigation.

Prior to July, 1909, the complaining carriers operating from southern California had established their charges for standard refrigeration from points in southern California to other points in the United States. The carriers performed the entire service of refrigeration, establishing plants at various points in California and elsewhere for the icing and reicing of cars carrying citrus fruits requiring refrigeration. The Southern Pacific and the Santa Fe at the earnest solicitation of the shippers had established, the one at San Bernardino and the other at Colton, California, very large and costly plants wherein a trainload of citrus fruit could be cooled while in the cars and the bunkers of the cars filled with ice so as to afford the necessary refrigeration during transit. These tariff charges are not here directly involved as they were found to be reasonable by the Commission. About July 5, 1909, the carriers, while not expressly yet tacitly, permitted a class of citrus fruit shippers who owned cold storage plants at certain loading points to preice, that is, furnish initial icing in the bunkers of refrigerator

cars placed by the carriers at such plants for loading of citrus fruit, by virtue of the following amendment to the carriers' refrigeration rules (I, 135), to wit:

> "On all carloads of citrus fruit precooled and preiced, or preiced by shipper, offered for shipment with instructions, 'Do not reice en route,' a charge of $30 per car of 32,000 lbs., or less will be made, excess weight to be charged for at 9.375 cents per 100 lbs. On all cars handled under this rule, shipper will sign the following release, which must in all cases appear on shipping ticket and bill of lading and be copied on waybill by agent:
>
> 'The giving and acceptance of these special instructions from the shipper releases the initial carrier and its connections from all liability for damages caused by nonicing in transit or at destination.' In event any such car is reiced in transit, the above charge of $30 will be cancelled and the regular refrigeration rate applicable from San Bernardino or Los Angeles, Cal., to final destination, as shown in this tariff, will apply and must be added to the waybill for collection in the usual manner."

Under this rule, as stated above, certain shippers of citrus fruit alone, particularly oranges, were permitted by the carriers to preice the cars of the carriers, in which oranges might be loaded for transportation, by filling the bunkers or receptacles in said cars fitted for such purpose with ice for the refrigeration thereof. Only about 7 per cent. of the orange traffic that moved under refrigeration from southern California was under such tacit permission preiced by the shippers. The great bulk of orange shipments moving under refrigeration continued to be wholly iced and refrigerated by the carriers. Under this tacit permission certain shippers

through their employes were permitted to go upon the cars of the carriers and fill the bunkers thereof with their own ice so as to fit or prepare said cars for the proper transportation of the oranges loaded therein. This practice resulted in more or less damage to the equipment, that is, the refrigerator cars furnished by the initial carriers, and to greater damage than where the icing was wholly done by the agents and employes of the carriers themselves.

The Arlington Heights Fruit Exchange, representing some of the citrus fruit shippers, filed a long complaint before the Interstate Commerce Commission on November 27, 1909, in which the reasonableness of the transportation rate charged for transporting oranges and lemons from southern California to eastern defined destinations was questioned, and in which it was alleged that the regular or standard refrigeration charges of the carriers on shipments of citrus fruit from southern California to eastern destinations were unreasonable, and in which it was also claimed that where shipments of citrus fruit were precooled by the shipper before loading, and where the cars of the carriers were preiced by the shipper, no charge whatever should be made.

The Commission rendered several decisions in which it

(1) Sustained the reasonableness of the rate of $1.15 charged for transporting oranges from southern California to the blanket territory east of the Rocky Mountains;

(2) Reduced the transportation charge on lemons between he same points from $1.15 to $1.00;

(3) Sustained the reasonableness of the standard refrigeration charges on shipments of citrus fruit when entirely refrigerated by the carriers; and

(4) Reduced the refrigeration charge where shipments were precooled in cold storage plants of shippers and the cars preiced by the shippers.

Though not involved in the complaint the Commission nevertheless in its report on the refrigeration charges (20 I. C. C. R., 106, I, 2) apparently held that shippers had the lawful right not only to precool their shipments in their cold storage plants for the purpose of transportation, but also to preice or furnish the initial icing of the refrigerator cars of the carriers so as to furnish refrigeration during transportation. It also reduced the refrigeration charge found in the tariff from $30 to $7.50 where the shipper precooled and preiced.

In its order it found that the tariff charge of $30 per car upon oranges when precooled and preiced by shippers from southern California points to all points in the United States, was unreasonable to the extent that it exceeded $7.50 per car. It ordered the cancellation of the charge of $30 per car and ordered the establishment of a charge of $7.50 per car on oranges precooled and preiced by the shippers.

The carriers then filed a petition in the Commerce Court attacking the order and decision of the Commission. On the application for an injunction *pendente lite* the Commerce Court held as follows (I, 66):

"Construing the order of the Commission in this case as fixing the maximum charge of the

carrier when the preicing is done by the shipper and not as requiring the carrier to permit of preicing by the shipper, we are constrained to deny the motion for a temporary injunction and an order to that effect will be therefore entered."

Upon the rendition of this decision by the Commerce Court the carriers filed supplements to their refrigeration tariffs definitely withdrawing any privilege or permission theretofore given to the shippers of preicing cars, the tariff provision reading as follows (I, 6):

"(A) The privilege heretofore permitted to shippers of citrus fruit to preice carload shipments is withdrawn, the carriers retaining and exercising the exclusive right and control of furnishing and doing all icing and refrigeration of citrus fruit in all cases where shipper does not specifically request or direct shipments to move solely under ventilation."

Upon the filing of this supplemental tariff and before the same could become effective the Commission very promptly, on June 22, 1911 (I, 45), suspended the same, and without any hearing made subsequent orders of suspension restricting the enforcement of the tariff for nearly a year, and thereupon, without taking any further evidence, the matter was submitted to the Commission on briefs on March 20, 1912. On April 8, 1912 (I, 47), the Commission made its report, decision and order holding that shippers had the right to precool, by which the Commission meant not only the right of precooling the fruit in cold storage warehouses of the shippers, but also of furnishing initial icing of the refrigerator cars for the refrigeration thereof; and also held that the carriers were not entitled to charge

more than $7.50 for their services in connection with refrigeration during transportation from southern California to practically all points in the United States (23 I. C. C. R., 267; I, 47, 51). The order entered is as follows:

"IN THE MATTER OF THE INVESTIGATION AND SUSPENSION OF CERTAIN REGULATIONS AND PRACTICES WITH REGARD TO PRECOOLING AND PREICING.

It appearing, That the Commission had entered upon an investigation concerning the lawfulness of certain tariffs of the carriers defendants herein whereby they cancelled prior tariffs containing the charge of $7.50 per car for precooling oranges transported in carloads from shipping and producing points in southern California to points in other states of the United States designated in Transcontinental Freight Bureau East-Bound tariffs No. 3-I, I. C. C. No. 926, effective October 10, 1910, and No. 7-C, I. C. C. No. 921, effective April 18, 1910:

It further appearing, That the Commission ordered that the operation of the following schedules so far as they cancelled such charge for precooling be suspended until April 28, 1912; to wit: Southern Pacific Company, supplement No. 3 to I. C. C. No. 3318, Joint Refrigeration tariff No. 359-C, effective July 1, 1911; San Pedro, Los Angeles & Salt Lake Railroad Company, supplement No. 7 to I. C. C. No. 325, effective July 29, 1911; and 'Santa Fe System' tariff No. 8123-F, I. C. C. No. 5864, effective February 10, 1912; the last-named tariff being under suspension until June 1, 1912.

It further appearing, That a full investigation of the matters and things involved having been had, and the Commission having, on the date hereof, made and filed a report containing its findings of fact and conclusions thereon, which said report is hereby referred to and made a part hereof:

It is ordered, That said defendants be, and they are hereby, notified and required, on or before the 20th day of May, 1912, to cancel the said tariffs and supplements above-named so far as they abrogate such charge for precooling.

It is further ordered, That the carriers parties to the above-named tariffs and supplements, herein involved, shall continue in effect, and maintain in force for a period of two years from the date hereof, a charge for precooling oranges transported in carloads from shipping and producing points in southern California to points in other states of the United States as designated in above-described tariffs, which shall not exceed $7.50 per car.

By the Commission.

JOHN H. MARBLE,
(SEAL) *Secretary.*"

The carriers thereupon filed (I, 1) an amended and supplemental petition in the pending suit in the Commerce Court attacking the decision and order of the Commission both in respect to the suspension and setting aside of the supplemental tariffs and the holding that the shippers had the right to perform a part of the transportation service against the wishes of the carriers; and in also holding that in such cases the carriers should only receive $7.50 per car for services they should render in connection with the refrigeration thereof. Upon final hearing of the case in the Commerce Court that court entered a decree dismissing the amended and supplemental petition (204 Federal Reporter, 647, I, 141).

The respective findings and reasons of the Commission, as well as the views of the Commerce Court, will be hereafter referred to in appropriate places in the argument.

The alleged findings of the Commission which will be noticed more particularly in the Argument are largely argumentative, and suppositious,—and in many respects confused and conflicting.

The Commission apparently treated the main question as one of fact and took on the original hearing some testimony on matters irrelevant thereto, but which nevertheless influenced its decision.

The Commerce Court evidently took the view that the ruling of the Commission was administrative and therefore could not be reviewed by the courts. Wherefore we have come to this court.

Specification of Errors.

The Commerce Court erred:

1. In deciding that the Commission can lawfully require the carriers against their will to permit the shippers to perform any part of the transportation service called "refrigeration."

2. In holding that it had no power or jurisdiction to review the decision and order of the Commission because it was supposed to involve an administrative ruling.

3. In deciding that the order of the Commission reducing from $30 to $7.50 the refrigeration rate of the carriers where shippers preice the railway car was not unreasonable or unlawful or arbitrary; and in deciding that said order was supported by and not contrary to the evidence or the findings of the Commission.

4. In entering a decree dismissing the amended and supplemental petition filed by plaintiffs below in the Commerce Court.

ARGUMENT.

I.

THE COMMISSION HAS NO POWER OR AUTHORITY TO REQUIRE CARRIERS AGAINST THEIR WILL TO PERMIT THE SHIPPERS TO PERFORM ANY PART OF THE REFRIGERATION OR TRANSPORTATION SERVICE, AND THE ORDER OF THE COMMISSION SUSPENDING AND FINALLY SETTING ASIDE THE AMENDMENT TO THE TARIFFS OF THE CARRIERS WITHDRAWING ANY PERMISSION OR PRIVILEGE THERETOFORE GRANTED TO SHIPPERS OF PREICING THE CARRIERS' CARS WAS AND IS ERRONEOUS AND INVALID.

Refrigeration and Precooling.

The evidence before the Commission showed without conflict that shipments of citrus fruit from California or elsewhere may move:

First, under ventilation without refrigeration;

Second, under standard refrigeration, in which case the cars are preiced and reiced in transit by the carriers;

Third, where shipments are precooled in the cars in precooling plants of the carriers and preiced and reiced in transit by the carriers;

Fourth, where shipments are precooled by the shippers in their cold storage or precooling plants prior to loading and loaded by the shipper into the cars furnished by the carriers, and cars are iced by the shipper at the initial point and moved forward to destination without further icing but neverthe-

less requiring carrier's attention along the journey to see that there is proper refrigeration and that reicing be done when necessary.

Whichever of these methods of transportation is followed the carrier, in all cases, furnishes a standard refrigerator car and switches the car to the packing house where the shipment is loaded into such car.

When shipments move under ventilation the shipper merely loads the cars, which are then sealed, instructions are given as to the manner in which the ventilators are to be handled and the cars move forward to destination without any ice being placed in the bunkers of the car unless the shipper, his consignee, or assignee, avails himself of the right granted by the carriers' tariff of instructing the carrier to ice or reice the shipments at some point in transit to their original or diverted destination.

When the cars move under standard refrigeration the cars are likewise loaded by the shipper. They are then assembled and moved to the icing stations of the respective initial carriers. The bunkers of the cars are filled with ice by the carriers and the ice is replenished at frequent intervals during the transit of the cars to final destination.

The same services are rendered with reference to cars precooled by the carriers with the exception that in addition to preicing and reicing the cars by the carrier in transit the carriers precool the loads in the cars at their precooling plants before the final transportation of the cars begins.

As the Commission finds, the precooling by the

carriers is an improvement upon the standard refrigeration theretofore furnished by the carriers as by the methods employed by the carriers the fruit is brought to a proper temperature at an earlier period than by merely preicing the cars and keeping the bunkers filled with ice in transit. The initial carriers have expended large sums of money in erecting modern plants for the manufacture of ice and for the precooling and icing of cars. As was found by the Commission, the plant of the Santa Fe cost $500,000 and that of the Southern Pacific $750,000, and that by these plants an entire trainload can be precooled at once, the time occupied being from two to four hours according to the temperature and intensity of the blast (20 I. C. C. R., 106, 114; I, 11), whereas, as was found by the Commission, it requires from 24 to 48 hours to reduce the fruit to the proper temperature in the precooling plants of the shippers (20 I. C. C. R., 106, 112; I, 11).

When the fourth method, above specified, is employed, the shippers load the cars with the fruit "after the fruit has been precooled" at the shippers' precooling or cold storage plants. The cars are then sealed and the shippers then undertake to fill the bunkers at each end of the car with ice in the manner found by the Commission in its opinion. The cars are then assembled in a train and move to final destination without reicing in transit unless, of course, unusual delays or diversions or conditions of weather should necessitate the same.

Shippers may precool intended shipments in their own plants, but are not lawfully entitled to refrigerate the carriers' cars or perform a part of that service.

It is apparent that there is a marked distinction between "precooling" and "refrigeration." But as appears from the Commission's decision and order, and from the opinion of the Commerce Court, both that court and the Commission have confused these two services and have erroneously used the words "preicing," which is a part of the refrigeration service, and "precooling", interchangeably.

The carriers have consistently admitted that the shippers may precool their fruit in their own warehouses before it is offered for transportation (II, 249). The carriers have likewise admitted that shippers may preice shipments in original packages, for instance, by icing a box of fish or a keg of oysters, in which case the rate of transportation covers the entire package including the ice as freight.

But the carriers have likewise consistently contended that the shippers have no right under the law to perform any part of the refrigeration service which is a part of the transportation service which the carriers are called upon and wish to perform under the law. It is, therefore, important that this fundamental distinction between "precooling" and "preicing" be kept in view.

This distinction in the beginning was kept clear by the carriers and there is no reason why these terms should now be confused. The paragraph of

the tariff supplement cancelling the privilege of preicing distinctly relates to *"preicing"* the cars, thereby showing conclusively that the carriers made no claim that the shippers might not precool their fruit in their warehouses, but only undertook to deny the shippers the privilege of *preicing* the carriers' cars at the time of loading for the purpose of furnishing refrigeration, or the privilege of performing a part of the refrigeration service.

Nevertheless, in the first opinion of the Commission mentioned (I, 11, 20), and in which proceeding the right of the shipper was in fact not put in issue, it says: "They deny the legal right of the shipper to *precool* and *preice* his fruit." The carriers denied only that the shipper had the right to ice the cars of the carrier and take out of its hands the performance of a transportation duty imposed by law. Later, however, the Commission (I, 22) seems to catch the distinction between precooling and preicing, saying: "It was suggested upon the argument that inasmuch as these bunkers were filled with ice in case of precooled shipments as well as in standard refrigeration, the carrier had the right to insist upon furnishing the ice even though the grower might precool his fruit. A moment's consideration will show that this contention is without merit."

Again (I, 24), the Commission loses its grasp of the distinction and says: "We think that upon the present record it is the right of these complainants to *precool* and *preice* their shipments."

The complaining shippers before the Commission

have the right to precool but not the right to preice.

Again (I, 25), the Commission said: "We are of the opinion that the *precooling* charge of $30 per car is unreasonable and that this charge should not exceed $7.50 per car."

By reference to the tariff provision first giving leave (tacitly, it is true) to the shippers to preice (I, 3) it will be seen that the $30 charge is not for precooling. The carriers never fixed that or any other charge for precooling and the suspended supplements to the tariffs never undertook to withdraw a charge for precooling.

The Commission repeats its error (I, 27): "We are of the opinion that the present *precooling* charges of the defendants of $30 per car are unjust and unreasonable."

In the opinion rendered after the decision by the Commerce Court, the Commission erronously says (I, 47; 23 I. C. C. R., 267): "The Commission reduced the charge of the defendants for precooling from $30 to $7.50 per car."

It says further (I, 47), referring to the application made to the Commerce Court after the first decision of the Commission and to the ruling of the Commerce Court on that application:

> "But that court declined to interfere, holding apparently that inasmuch as the order simply required the reduction of a rate voluntarily established by the carriers, nothing but the amount of the charge was before the court and that the right of shippers to insist upon the privilege of

precooling could not be adjudicated in that proceeding."

That is not what the Commerce Court then decided. This is what that court held (I, 66):

> "Construing the order of the Commission in this case as fixing the maximum charge of the carrier when the *preicing* is done by the shipper and not as requiring the carrier to permit of *preicing* by the shipper, we are constrained to deny the motion for a temporary injunction and an order to that effect will be therefore entered."

The Commerce Court manifestly had no trouble when rendering its first decision in distinguishing between *precooling* and *preicing*.

The Commission says further (I, 47), erroneously, speaking of the action of the carriers after the decision of the Commerce Court:

> "But immediately thereafter they filed other tariffs cancelling these tariffs and withdrawing the privilege of *precooling* altogether."

We have quoted the supplement to show that it was the privilege of preicing cars which the carriers attempted to withdraw.

Again the Commission says (I, 47):

> "Have the carriers the right to cancel their *precooling* tariffs and thereby withdraw that privilege entirely?"

Again, it says (I, 48):

> "To what extent the refusal of the defendants to furnish cars for *precooling* under tariffs which have been regularly established amounts to a violation," etc.

It then repeats (I, 49) what it has often held,

that refrigeration is a common carrier obligation and that it must be done by the carrier:

> "If, therefore, precooling as practiced is refrigeration, as previously defined by this Commission, then we are committed irrevocably to the proposition that it is a part of the transportation service and that carriers may and should ordinarily perform that service."

But, as stated, the carriers are not claiming that they have a right to perform such precooling service as a few shippers are performing in their cold storage plants.

Again, says the Commission (I, 50):

> "Precooling as practiced by these shippers is entirely different from the refrigeration above described."

Again, it says (I, 50):

> "In our opinion there is nothing connected with this operation which is or properly could be a part of the transportation service."

The carriers never claimed that the precooling done by the shippers is a part of the transportation. But the icing of their equipment is a part of the transportation service.

Finally the Commission says (I, 51):

> "We are of the opinion that shippers have the right to *precool;* that $7.50 per car is a reasonable charge to be made by the carriers for their service."

The Commission, after thus using *"precooling"* and *"preicing"* as interchangeable terms, seems to say (I, 11, 22; 20 I. C. C. R., 106, 118) that preicing

the cars is a part of the precooling process which the shipper may perform:

> "The filling of the bunkers with ice is a part of the preparation of the car for shipment and not a part of the transportation service which is rendered by the railroads."

But when was it that the duty of preparing a car and making it fit for the needs of the commodity any more than keeping it so fit during transit ceased to be an obligation of the carrier?

The Commerce Court endeavors to excuse the misuse and confusion of these words by stating (I, 134; 204 Fed., 647), that the Commission treated and held that the precooling and preicing of citrus fruit for shipment by the shippers was all one act, that is, that precooling and preicing was in fact a precooling of the shipment, and when the Commission speaks of the charge for precooling oranges it is to be understood that the word "precool" includes the act of precooling as well as preicing. If that were so the carriers would not be entitled to an extra charge for the extra service of hauling the ice and would be obliged to transport a carload of fruit and ice at the same rate that it would transport a carload merely under ventilation.

The "explanation" of the Commerce Court is not borne out by the text of the Commission's order, and even if it were, the uncontradicted evidence discloses fully and without conflict that "precooling" is entirely separate and distinct from "preicing." Precooling, as stated, is a service performed by the shippers on the commodity while in their packing house to prepare it for shipment before the car-

rier renders any service whatsoever, and may be performed by the shipper as was found by the Commission for the purpose of preserving the shipment and enabling the shipper to hold the commodity in storage. On the other hand, preicing the car is a part of the refrigeration thereof and a part of the transportation service under the law and is not performed until after the shipment is loaded into the car and after the carrier itself has rendered a part of the transportation service, to wit: furnishing or placing a refrigerator car on the track owned by the carrier in the vicinity of the packing house of the shipper.

Refrigeration defined.

It becomes important to determine whether the services rendered by the shippers under the $7.50 rate prescribed by the Commission are a part of the refrigeration service, for the reason that the Commission concedes (I, 49), that:

> "If, therefore, precooling as practiced is refrigeration, as previously defined by this Commission, then we are committed irrevocably to the proposition that it is a part of the transportation service and that carriers may and should ordinarily perform that service without recourse to the shipper. Certainly they may insist upon performing the service exclusively" (23 I. C. C. R., 267, 269).

As is apparent, the Commission has confused the terms "precooling" and "preicing." The calling of the services performed by the shipper either "precooling" or "preicing" is not determinative of the question, but the court is called upon to determine whether, under the facts shown at the hearing,

the services rendered by the shipper are in fact a part of the transportation service.

Interstate Commerce Commission v. *L, & N. R. R. Co.*, 227 U. S., 88.

The primary question, therefore, which this court is called upon to decide is narrowed down to determining whether the services rendered by the shippers in preicing cars is a transportation service, it being conceded by the Commission and the parties litigant that if these services be a part of the transportation service the carrier may insist upon performing these services itself and deny to shippers the privilege of so doing.

It has already been pointed out that where shipments which have been previously precooled at the precooling or cold storage plants of the shippers are offered for transportation, the carrier places *its* car at the packing house upon the request of the shipper; that the shipper thereupon loads the fruit which has been previously precooled into the car; that the doors are closed and sealed; and that the *shipper then goes upon the car,* opens the hatches and fills the bunkers of the car with ice, and that the hatches are then sealed and the car is moved forward to destination.

It is conceded that the shipper has an unqualified right to *"precool"* his fruit in his own plant, or, as has been argued to the Commission and the court below, to cook the fruit if necessary, and under the general custom, or rather, the tariff provision fixing carload rates, to load the fruit itself, prepared in any manner the shipper may see fit, into the car.

But is not the furnishing of the ice, the loading of the ice into the bunkers of the car of the carrier which is under the control of the carrier, a part of the refrigeration service? The Interstate Commerce Commission, which, in its opinion in the case at bar, asserts the power to determine this question, has held in other cases that it is and was even before the amendment to Section 1 of the Interstate Commerce Act expressly provided that refrigeration is a part of the transportation service.

In the Matter of Charges, etc., 11 I. C. C. R., 129, 138, the Commission said:

> "The appliance which is essential to the transportation of this fruit for considerable distances is not a vehicle of peculiar construction but a temperature artificially cooled. The car and the ice are simply a means to this end. *It is just as essential to provide the ice as it is to furnish the car.*"

At page 140, same case, it is said:

> "The icing is not a mere incident to the transportation but is a part of that service itself. Properly speaking, it is not ice but refrigeration, which the carrier furnishes, and that refrigeration must accompany the shipment during every moment of its journey."

In an earlier case the Commission used this language, the italics being its own:

> "When carriers undertake to transport highly perishable traffic, requiring refrigeration in transit, ice and the facilities for its transportation in connection with that traffic are *incidental to, and inseparable from, the service of transportation itself.* We are of the opinion, therefore, that the defendants, as common carriers, are under the law charged with the

duty of furnishing the ice necessary for the refrigeration of strawberries which they undertake to transport, that the expense thus incurred is a necessary element of the cost of the transportation of such traffic."

Truck Farmers' Assn. v. *Northeastern, etc.*, 6 I. C. C. R., 295, 316-7.

These decisions were rendered, as heretofore stated, prior to the time that Congress enacted the present amendments to Section 1 of the law and which amendments provide that refrigeration is a part of the transportation service and vests the Commission with express power to prescribe the rates for such service.

Subsequent to the enactment of this amendment, however, the Commission has expressly held that "the railroad company is charged with the duty of refrigeration."

Florida Fruit & Vegetable Assn. v. *Atlantic Coast Line*, 14 I. C. C. R., 476, 507-8-9.

Albree v. *B. & M. R. R.*, 22 I. C. C. R., 303, 321.

Waxelbaum & Co. v. *A. C. L. R. Co.*, 12 I. C. C. R., 178.

Even at common law the liability of the carrier to furnish refrigeration was distinctly and uniformly recognized by the courts.

In *Johnson* v. *Toledo, etc.*, 133 Mich., 596; 95 N. W., 724, 725, it was said:

"The common law undoubtedly requires care in transporting perishable goods, and, under modern methods, we have no doubt that it would

be held to extend to proper refrigeration, according to established custom."

See, also, authorities cited by Elliott on Railroads, Vol. 4, Sec. 1474, p. 162, *et seq.*, wherein it is held that where a railroad company holds itself out as carrying articles "such as can only be safely carried in refrigerator cars" that it is its "duty to provide such cars and appliances as will secure the safety of the property."

See, also, authorities cited in Vol. 2, Hutchinson on Carriers, Third Edition, Sec. 505, p. 549, *et seq.*

Duty of Carrier to Refrigerate.

The foregoing authorities fully support the proposition that, irrespective of the amendment to Section 1 of the Interstate Commerce Act defining refrigeration or icing as "transportation," it is the duty of carriers to provide refrigeration and to furnish complete refrigeration service, and that in the event of their failure to do so they are primarily responsible to the shipper for any damage which the shipper may sustain. But this liability and responsibility have been definitely fixed by the amendments to Sections 1 and 20 of the Interstate Commerce Act, wherein it is provided that "the term *'transportation'* shall include cars and other vehicles and all instrumentalities and facilities of shipment or carriage, irrespective of ownership or of any contract, express or implied, for the use thereof and all services in connection with the receipt, delivery, elevation and transfer in transit, ventilation, *refrigeration or icing*, storage, and handling of property transported;

and it shall be the duty of every carrier subject to the provisions of this Act to provide and furnish *such transportation* upon reasonable request therefor," etc.

Section 20 of the Act prescribes, fixes and determines the liability of the carrier for failure to properly render the transportation service which it is required to render by the provisions of Section 1.

It necessarily follows that if the duty has been imposed upon the carrier to perform the icing or refrigeration service, it is responsible for the safe transit of the shipments transported under refrigeration and takes the risk of the same being properly attended to, and further that it cannot relieve itself from this liability or risk by contract with the shipper.

In *C. C. Taft Co.* v. *American Express Co.*, 133 Iowa, 522; 110 N. W., 897, 898, it is said:

> "Where, therefore, a carrier undertakes to carry perishable commodities in refrigerator cars, it is its duty to provide a supply of ice ample for the purpose—not merely at the point of shipment, but at such places along its lines as will reasonably insure a safe transit to the point of destination. The refrigeration must be continuous, and nothing will serve to excuse except an act of God, which could not be foreseen or guarded against."

Where the railway company undertook to place the responsibility upon a refrigerating company in whose cars the fruit had been loaded, the highest court in Virginia, in *New York, etc.*, v. *Cromwell*, 98 Va., 227; 35 S. E., 444, held:

> "It was necessary that these cars should be

> properly refrigerated, and kept in that condition until the fruit reached its destination, and it clearly appears that the damage sustained by the defendant in error resulted from a failure to perform that duty."

In the foregoing case the court declared that the fruit transportation company, upon which the carrier undertook to place the responsibility, was the agent of the carrier. That case has been quoted and relied upon by the Interstate Commerce Commission in the case from which we have previously quoted (*In re Charges, etc.*, 11 I. C. C. R., 129, 138-9).

In *St. Louis, etc.*, v. *Renfroe*, 82 Ark., 143; 100 S. W., 889, 891, also, the carrier tried to place the legal responsibility upon a refrigerating company. The Supreme Court of Arkansas held that the duty of furnishing proper equipment and of refrigerating and preserving the fruit at all times is upon the railway company.

Where the carrier contended that the shipper had not given directions for the handling and reicing of the shipment and that the negligence of the shipper was the proximate cause of the damage, the Court of Civil Appeals of Texas decided that the obligation to care for the perishable fruit devolved upon the railway company. See:

> *St. Louis, etc.*, v. *Jackson*, 55 Tex. Civ. App., 407; 118 S. W., 853.

The same court held that damage arising from delay in the movement and from lack of adequate refrigeration could not be met by the claim of the carrier that it had a rule which prevented it from moving the car in a passenger train. See:

McLean v. *Gulf, etc.*, 55 Tex. Civ. App., 130; 118 S. W., 578.
M. K. & T. v. *McLean*, 55 Tex. Civ. App., 130; 118 S. W., 161.

The Carmack Amendment to Section 20 of the Interstate Commerce Act expressly provides that "no contract, receipt, rule or regulation shall exempt such common carrier" from liability for any "loss, damage, or injury" to property transported caused by it or any connecting carrier. At common law, as is well known, each line is liable for the loss or damage occasioned thereon through its negligence or failure of duty and contracts attempting to exempt it from such liability were held invalid.

This burden, responsibility and liability having been placed upon the carrier under the common law, and later by express congressional act, it follows that the carrier cannot be denied the right to perform the entire transportation service in order that it may make certain that the shipment will be carried in such a manner as will insure its safe transit and delivery.

Shipper not legally entitled to perform any part of refrigeration without the carrier's consent.

As has been pointed out, the Commission conceded in its first opinion that the carriers have the unqualified right and that it is made their duty to perform refrigeration services exclusively. It appears from the Commission's own definition of "refrigeration" in cases cited, that the preicing of the car, the furnishing of the car itself, the placing of the ice in

the car, are all parts of the refrigeration service and inseparably connected with the transportation service which the carriers are obliged to render. Any other holding would be contrary to the express provisions of the statute itself. *It therefore follows that in entering the order complained of the Commission misconstrued the law and transcended the power and authority which has been confided to it by the provisions of the statute, and that the Commerce Court erred in not enjoining the order in its entirety.*

That the order of the Commission is based upon an erroneous assumption or conclusion, is manifest for the reason that they state, "In our opinion the process of precooling as above defined is not a transportation service." This language is quoted by the Commerce Court. By "precooling" used in this connection, the Commission means the entire service performed by the shipper, which includes preicing of the cars. If it be true that these services which are rendered by the shippers are not part of the transportation service, then the Commission has no power to enter an order in anywise affecting such service, because the Commission has never been empowered by the law to enter an order relating to services which are performed by shippers which in nowise relate to the transportation service. They are empowered only to determine the reasonableness of rates and practices relating to services performed "by the carrier." *The Commission has never been vested with power to order the carriers to cease or desist from performing a service and duty imposed upon them by the express provisions of the statute*

and impose such obligations upon the shippers, or to permit the shippers to discharge such obligations of the carrier; and then to go further and fix the rates of compensation which the *carrier* shall receive in permitting the *shipper* to discharge a part of the duty which the carriers would otherwise be entitled to perform.

But where such duties are imposed upon the carrier, either by common or statute law, the carrier must discharge these obligations and perform these services either directly or through the instrumentality of some agency, and as it is responsible for the performance, and has imposed upon it the risk of proper performance, it may select its own agency therefor. The Commission itself, in *Refrigeration of Fruit*, 11 I. C. C. R., 129, 137, said:

> "While it was the duty of carrier to provide the necessary refrigerator car, it might discharge this common duty either by owning the car or by leasing it."

But a matter of agency is a matter of contract and the Commission has not the power to impose such contracts upon carriers.

L. & N. Rld. Co. v. *West Coast Co.*, 198 U. S., 483, 497, 498.

Central Stock Yards Co. v. *L. & N. R. R.*, 192 U. S., 568.

There is no law which compels carriers against their will to permit shippers to perform *any part of the transportation service* which the carriers are obliged and willing to perform under their common law or statutory duty.

In rendering its first decision relating to this matter (20 I. C. C. R., 106, 116; I, 20-1), the Commission said:

> "In case of a considerable portion of the year transportation without artificial cooling is impossible, and *refrigeration is therefore a part of the service of transportation* (Italics ours). Both the courts and the Commission have decided that carriers must, under such circumstances, be prepared to furnish reasonable refrigeration upon reasonable request. Now, if it is the duty of these defendants to furnish this refrigeration service, then they may insist upon performing the entire service. The shipper has no right to provide refrigeration himself today and call upon the railroad company for that service tomorrow. To permit such a course is to demoralize the service of the defendants and prevent them from discharging their duty with economy and efficiency. The above proposition cannot be controverted. In view of the circumstances under which these oranges are transported, it is the duty of the carrier to furnish refrigeration upon reasonable demand, and in so far as the furnishing of that refrigeration is a part of the service rendered by the carrier, the carrier may insist upon its right to furnish that service exclusively."

These propositions of law, recognized and approved by the Commission and held to be "uncontrovertible" by the Commission, are supported by the authorities already cited; and the Commission has recognized, as has already been pointed out, that

> "The icing is not a mere incident to the transportation service, but is a part of that service itself. Properly speaking, it is not ice but refrigeration, which the carrier furnishes, and that refrigeration must accompany the shipment during every moment of its journey."

See,

In re Charges for Transportation of Fruit, supra, page 140.

Yet under its final decision and order the Commission holds the shipper may, when it suits his convenience, preice the cars, and when it does not, may call upon the carrier to perform that service.

In its final decision (I, 49; 23 I. C. C. R., 267, 269), the Commission recites that it has expressed the opinion that "before the enactment of the statute in its present form that the furnishing of necessary refrigeration for the transportation of fruits and vegetables was a transportation duty devolving upon the carriers, and that while this service was sometimes in part performed by the shipper, it should be treated as a part of the transportation for which the carriers should be held responsible. The present statute making refrigeration a part of transportation was enacted at the suggestion of this body." And the Commission then holds that if the service performed by these shippers (called by the Commission precooling), is refrigeration, "then we are committed irrevocably to the proposition that it is a part of the transportation service and that carriers may and should ordinarily perform that service without recourse to the shipper. Certainly they may insist upon performing the service exclusively."

Then, strange to say, the Commission goes far afield to argue that the services performed by the shippers are not a part of the transportation service. It undertakes to make the distinction that the shipments are preiced by the shippers before they deliver

the car for transportation. The evidence is uncontradicted in showing that upon orders issued by the shippers the carriers assemble the cars and place them at the doors of the packing houses for loading. Is not the placing of these cars at the packing houses a part of the "transportation service"? Is not the car, as is held by the Commission in the cases cited, one of the facilities for the transportation of the shipment? And is not the refrigeration service which is performed by the shippers by placing ice in the bunkers of the cars to furnish necessary refrigeration likewise a part of the transportation service, inseparably bound up and connected with the transportation of the shipment to its final destination?

As the Commission said, "refrigeration" does not consist merely in furnishing ice, but is a temperature artificially cooled. Is this temperature not contained in the car furnished by the carrier, and is this temperature not created by ice placed in the carriers' equipment which is placed by the carriers at the shippers' plants under their orders? It is the carriers' and not the shippers' car which is so placed for loading on the tracks owned and operated by the carriers. The cars are not delivered to the carriers by the shippers, but when the freight is loaded into the carriers' cars that freight is then delivered to the carriers. The evidence is without conflict in this respect. No such thing is known as the shipper delivering the car to the carrier as is intimated by the Commission in the language quoted in the opinion of the Commerce Court. The carrier, as is shown by the testimony, provides a special service in switching these cars to and from the packing houses under regular schedules,

and after the car has first been placed by the carrier *on its tracks* at the shipper's plant, the carrier again switches the car from the packing house to the assembling point and puts the car in its train. Is not the switching of the car in and out of the packing house, and the refrigeration of the car while standing on the carrier's tracks at the packing house *a part of the refrigeration and transportation* service just as much as switching a car to and from the team tracks in the carrier's yard, or to industry tracks, is a part of the transportation service? Can it be argued that the transportation of freight begins only after the cars have been switched into the trains on the main line?

The facts in this case show that the shipment is loaded into the carrier's car, previously switched by the carrier to a point on its tracks, and that the shipper merely delivers the fruit by loading it into the equipment of the carrier, and that the initial icing of the car on this track, just as the subsequent icing of the car in transit, is a part of the refrigeration and transportation service. Congress by enacting the amendment to Section 1 of the Act has made it so even if there had been any question that this was not a part of the transportation service at common law.

Carriers were and are prepared to precool shipments in cars.

Something was said in the Commission's first report about the inability of the carriers to perform this service as satisfactorily as a few of the shippers owning cold storage plants. We make the broad and

comprehensive statement that there was not one syllable of testimony before the Commission to warrant such a conclusion. Of course, even if it were so, that would not justify the final order made because the carriers, in undertaking to transport perishable commodities such as citrus fruit, have, under the law, imposed upon them the duty to provide suitable equipment and to provide proper appliances, and to actually discharge the duty of refrigerating these shipments in a proper manner. If they are lacking in any of these respects, or have at any time failed to discharge these obligations, the shipper's right to relief is found in the courts *because the Commission has not been vested with judicial power to determine these questions or to enforce the shipper's rights in these respects.*

That this suggestion, inferentially made by the Commission with a view of bolstering up their order, is not entitled to any consideration is found by referring to the express statement (I, 19) of the Commission made in their original report and decision, to wit:

> "The method of precooling practiced by the carriers is entirely different from that already described. No attempt is made to cool the fruit until after it has been placed in the car; but the cars themselves, loaded exactly as they would be for transportation under ventilation or under standard refrigeration, are taken to the precooling station which, in case of the Santa Fe is at San Bernardino, and in case of the Southern Pacific at Colton.
>
> The precooling itself is accomplished by forcing a blast of cold air through the car which contains the fruit. At the beginning of the process

the air entering the car is considerably below freezing but as the fruit becomes cooler the temperature of the current is raised.

These plants, of which the Santa Fe is said to have cost $500,000 and the Southern Pacific $750,000, are both for the manufacture and storage of ice and the precooling of the fruit. *They are modern in every respect.* An entire trainload can be precooled at once, the time occupied being from two to four hours, according to the temperature and intensity of the blast.

The complainants deny the practicability of this system, and assert that the system as practiced by them is superior in the following particulars:

1. It is essential that the fruit be brought immediately under the influence of refrigeration, since, as already suggested, incipient decay can be dealt with much more effectively than after it has progressed for a period. They assert that it is of the utmost importance that the fruit should be placed at once in a cold temperature, which is secured under their system and not under the system of the defendants. They also insist that in the limited time allowed the fruit in the interior of the box cannot be brought to a uniform low temperature.

2. It is claimed that the cold blast which is first applied to the hot fruit is liable to damage the fruit itself. Even though the orange is not frozen, the cells of the skin are injured in the same way that they are by frost, with the result that while the fruit will not decay the skin loses its power of resistance and dries up, thus impairing the appearance of the fruit.

This was denied by the defendants, *and there was no testimony as to actual results"* (20 I. C. C. R., 106, 114).

It appears from the Commission's opinion (I, 19; 20 I. C. C. R., 106, 114) that "it is essential that the fruit be brought immediately under the influence of

refrigeration." The Commission then finds, that under the carriers' method of precooling an entire trainload can be precooled within two or four hours, and that under the method practiced by the shippers it requires from 24 to 48 hours to bring the fruit to the same temperature. Probably what the Commission meant was that the fruit should be placed in cold storage shortly after picking and packing and while awaiting shipment or transportation. But that is beside the question involved.

But so far as precooling may be incident to the transportation it clearly appears that the carriers' plants accomplished the desired result within a shorter period of time and it must be held that under the evidence in this case the carriers are in position to fully discharge their common law and statutory duty and perform the refrigeration service in the most economical, scientific and satisfactory manner.

Edward Chambers, Assistant Freight Traffic Manager, of the Santa Fe testified (II, 391) that the experiments made in precooling showed the cost of precooling was about equal to the amount of ice saved. Thereupon the carriers determined to add precooling to the standard refrigeration which they had previously employed and make it a part of their refrigeration work for all alike whether the shipper requested it or not (II. 605). In his opinion the entire precooling business is still in the experimental stage; that it contained no merit beyond giving refrigeration (II, 392). This is supported by researches of Prof. Powell who found that the precooling of a carload of fruit consumed theoretically

2.6 tons of ice, *but that the saving of ice in transit was slight.*

Prof. Powell's report shows that the most uniform temperature was maintained on shipments of fruit from origin to destination where the cars were precooled and then reiced all the way—just the sort of refrigeration which the carrier spent a million and a quarter to provide at the request of the shippers.

The attorney for the shippers before the Commission would not stand for the contention that precooled and preiced fruit will go through without reicing but insisted that the carriers must maintain their refrigerating system (II, 819). They want a refrigerating establishment maintained all the time, but only wish to pay when they choose to fall back upon it in the hottest months.

The result of the order is to permit shippers to discharge the refrigeration service at their will and compel the carriers to maintain their plants so that shippers may avail themselves thereof whenever they desire. That is a manifest injustice.

It may be remarked here that under the charges for refrigeration made by the carriers the price is the same (II, 270) no matter how many diversions of the car from city to city may be made and consequent delay, nor how much additional ice on that account may be required in transit. It may also be added (II, 860) that the average weight of ice put in the cars by the shippers under the permission granted by the carriers was 12,614 lbs., or 3,500 lbs. more than the carriers themselves used in standard refrigeration. The few examples offered by the shippers of no reicing being done and where there

was scarcely any diversion, and where the shipment was made during the cool months, but which examples "demonstrated" so much to the Commission, were valueless and simply imposed additional carriage of more than two tons deadweight upon the carriers. The heavy movement of citrus fruit (III, 160) is during June, July, August and September. Practically all the movement during those months is under refrigeration and that work is thrown by the shippers upon the carriers. The precooling plants of the shippers did nothing during those months.

The evidence shows without conflict that the carriers established their precooling plants after conference with and at the request of the shippers and that it is necessary that they be maintained in order to accommodate the great per cent. of the shippers.

When upon a few shippers indicating a desire to do the work of precooling in their own plants the President of the Santa Fe Railway gave directions to stop work upon the construction of its precooling plant at San Bernardino, a mass meeting of shippers was called at Los Angeles and it was insisted that the railroad company should perform this duty as the shippers did not wish to go to the expense of putting up precooling plants. It turned out that the request of a few of the shippers, above referred to, was premature. Thereupon the San Bernardino plant, as originally planned, was constructed (II, 320, 324, 338, 626, 865, 866).

After five years of agitation there are only two precooling plants of the shippers worth mentioning and both together handle only about 150 out of 15,000 or 20,000 refrigerated cars per year. The Commis-

sion's remark that the actual cost to the shipper of precooling and preicing the car himself is between $30 and $35 is a conclusion reached which failed to take into consideration the cost of the plant, interest thereon, or any allowance for depreciation, etc. This accounts for the fact that no more precooling plants have been built since the original ones. It appears from the Commission's own report that the main incentive of the complaint was to secure a reduction of the standard refrigeration charges, for the Commission said in conclusion that if the carriers would reduce these charges there would be no more precooling plants erected by the shippers. So it all simmers down to this,—if the carriers will make an unreasonably low rate for refrigeration, the shippers, with plants never in reality intended for anything except cold storing, will give up precooling, so called, and risk their fruit to the precooling and preicing methods of the carriers.

Shippers' Inability to Precool.

Over half the oranges moved out under refrigeration (II, 37; III, 4), and as the only two precooling plants worthy of mention are not available to any except the owners (II, 40, 205) and as those two plants during the season of 1909 and 1910 handled only 128 and 31 cars respectively, it is manifest that the owners of these plants are not competent to deal with a crop of citrus fruit running from 25,000 to 40,000 cars a year. It was admitted (II, 823-4) that the fruit industry could not rely on these cold storage plants of certain shippers.

One effect of the Commission's order will be to

give the complainants before the Commission a monopoly of the citrus fruit business in southern California for the reason that the smaller shippers cannot afford to equip themselves with precooling plants. This would result in gross discrimination against the smaller shippers. While it may be contended that the carrier cannot complain of such discrimination yet that fact goes to the reasonableness and validity of the Commission's order and affords a strong reason why the carriers should be permitted to retain to themselves the exclusive right of performing the entire refrigeration service. The Commission is not given the power to make unduly discriminating orders or regulations or such as would require the carrier to violate the spirit of the law. Such an order would be invalid and therefore not binding and such invalidity might be set up by the carrier, as its business would be injuriously affected (*Lake Shore, etc., Ry.* v. *Smith*, 173 U. S., 684, 698, 699).

It plainly appeared that the precooling or cold storage plants operated by certain shippers were not open to shippers in general, but were only open to the favored few (II, 40, 205). The precooling plants of the carriers were open to all shippers (II, 391), and Commissioner Prouty admitted (II, 608) that one party or the other should do all the refrigerating. Therefore, it is evident that the spirit of the law which was aimed at discriminations would be better carried out by permitting the carriers to perform the service as they are required.

The only pretended advantage as claimed by some of the shippers and as pointed out in the report of

the Commission in respect to precooling in the private cold storage plants was founded upon the claim that fruit placed in such plants immediately after picking and packing would be more apt to resist decay and would, therefore, be in better condition for transportation than fruit not so precooled. But that claim, if correct, only goes to the question or matter of the proper method of preserving the fruit until it can be shipped. It does not tend to show or justify any contention that the carriers' method of precooling and pre-icing the cars preparatory and as incidental to transportation was not proper refrigeration or the best refrigeration known or used in connection with or as part of the transportation service.

Preicing the car is a part of "transportation."

The Commission endeavored to justify its position by asserting that preicing the car is not a part of the "transportation" mentioned in Section 1 of the law as including "refrigeration or icing" and asserted that it is "a part of the preparation of the *car* for shipment," as though that would make a material difference. Whose duty is it to furnish a car in fit condition to take care of a commodity, the shipper's or the carrier's? We have already quoted from earlier decisions of the Commission holding that the supplying of ice is inseparable from transportation and that "it is just as essential to provide the ice as it is to furnish the car." If preicing the car is not a "part of the refrigeration and icing" then how can it be contended that reicing in transit is a part of such transportation? If preicing is pre-

paring the car reicing is keeping it prepared. If the shippers may compel the carrier to accept their pre-icing they may also impose upon the carrier their alleged right of reicing when it suits their pleasure, for in principle there is no difference.

If the shippers have the right to take the equipment of the carriers and perform their own refrigerating in the bunkers thereof why have they not a right to take hold of elevators of the carriers and with their own help and without payment to the railway companies elevate their own grain? Elevation is enumerated in the first section along with "refrigeration or icing." This court has held that as the carriers are required to furnish elevation as a part of the transportation required by law it may perform that work itself or hire others to do it.

Interstate Commerce Commission v. *Diffenbaugh*, 222 U. S., 42, 47.

There is no more right in the shipper to pre-ice or re-ice a car of the carrier and thus furnish a part of the transportation service than there is to demand that the carrier accept and use the cars of the shipper and make allowance therefor. Why should the carrier be called upon to make costly investments in instrumentalities and facilities for transportation or the carrying on of its business if it cannot be permitted to itself make or earn a profit out of such business? And would not its investments be jeopardized and its business demoralized if any shipper at will might force upon the carrier his own instrumentality or perform a part of the carrier's service when the carrier was ready and willing and equipped

to perform the same? Indeed, these very shippers complaining before the Commission insisted that the carriers themselves should furnish their own refrigeration cars and thus stop mileage and other allowances to certain favored shippers.

> *Consolidated Forwarding Co.* v. *Southern Pacific Company*, 9 I. C. C. R., 182, 197, 206e.

The evil likely to follow from "farming" out the privilege to certain shippers was pointed out by the Commission itself in *In re Transportation, etc.*, 10 I. C. C. R., 360, 374, in the following language:

> "While the shipper might attend to the initial icing, he could not, without great difficulty, provide for reicing en route. If the railways were to entirely withdraw from the performance of this service, and to insist that it should be done by the shipper in each instance, it would result in throwing the transportation of perishable commodities into the hands of a few large shippers who could afford to provide the necessary icing facilities."

In another case (*Matter of Charges, etc.*, 11 I. C. C. R., 129, 138), the Commission stated:

> "To hold that the shipper must furnish his own ice would be of necessity to throw the handling of commodities requiring refrigeration into the hands of large shippers who could provide those facilities, and to entirely prohibit the shipment of such commodities for long distances by small shippers."

But the shippers claimed before the Commission that they had not made "request" of the carriers under Section 1 of the law for any refrigeration whatsoever and that, therefore, they and not the

carrier should be permitted to do the same. Section 1 makes it the duty of the carrier to "provide and furnish *such transportation* upon reasonable request therefor." But the "reasonable request" referred to meant, of course, reasonable notice or reasonable demand so that the carrier would be in position to provide the transportation and unless the demand or notice were reasonable the duty prescribed by this Act would not arise. It was intended as a limitation upon the demands which might be made by shippers, not as conferring a right upon them to furnish any part of "transportation." But they now seem to think that this gives them the right to furnish a part of the transportation service if they make no "request" whatever upon the carrier and that by that means they may usurp some of the function of the carrier and perform it as may suit their ideas of convenience and cheapness. The language quoted, of course, means that the carrier must be ready to furnish refrigeration when it is *needed*. The *transportation* which the carrier must furnish upon reasonable request includes not only icing or refrigeration, but also the necessary refrigerator car, the necessary supplies of icing en route, and the storehouses and facilities by which such ice is kept and handled. The request upon the carrier for a refrigerator car alone is a request for all the rest and the carrier instantly thereupon becomes legally bound in law to furnish all the rest. The shipper can accomplish nothing either by making or withholding the "request," for the language of the supplemental tariff quoted, and which was suspended by the Com-

mission, is that the carrier will ice and refrigerate citrus fruit "in all cases where shipper does not specifically request or direct shipments to move solely under ventilation." If there is not a direct order for movement under ventilation then the load will be refrigerated without any order or advice from the shipper.

Would a shipper have the right to force his own car or equipment upon the carrier without the carrier's consent and demand an allowance therefor? Clearly not. Central Stock Yards Co. vs. U.S. & N.C. 118 Fed 113- 192 US 568.

The Commission endeavored to sustain its order by incorporating a statement in their opinion to the effect that the carriers are unable to offer a substitute for precooling as done by the shippers which is fairly equivalent in cost and efficiency, and that until the carriers are able to offer some equivalent for the services which the shippers perform for themselves, the Commission holds that "it is the right of the shipper to avail himself of this privilege." What the Commission evidently meant was that the carriers did not furnish cold storage prior to the shipment and that as the shipper in some instances did this therefore the precooling and refrigeration of the carriers was not equivalent to the services the shippers performed for themselves. But as we have pointed out, what the shipper does in the way of precooling in his own plant is a matter of preservation of the commodity prior to its transportation. That is a matter wholly beside the questions involved.

The Commission undertook to state the manner

in which standard refrigeration is performed and the manner in which shipments precooled and preiced by the shippers are handled. While there is a marked difference in the manner in which the carriers precool shipments when offered for transportation, as distinguished from the method followed by the shippers in handling their fruit in cold storage warehouses, the carriers precooling the fruit in the car itself after the shipments have been loaded and in less than one-fourth of the time required by the shippers, the shippers precool their shipments before loading, place them in the car, and then preice the car.

The Commission finds that "these plants of the defendants are modern in construction and were built largely in view of the experiments made by Prof. Powell" (I, 11, 26; 20 I. C. C. R., 106, 122), and makes the finding that "there was no testimony as to the actual results * * * obtained by the carriers' precooling as distinguished from the precooling of the shippers."

The Commission in its last report (I, 49; 23 I. C. C. R., 267, 269) said that "no new facts are before us." The Commission reached the erroneous conclusion (I, 51) that "it is the right of the shipper to avail himself of this privilege," for the reason assigned by the Commission that the carrier has not offered a substitute which is equivalent in cost and efficiency. But assuming, for the purpose of argument, that the shippers' methods are superior to those of the carriers, and that it is essential that the shipments be precooled by the shippers at their plants before load-

ing into the cars (and this it is conceded they have the unqualified right to do), wherein is there anything in the evidence which shows that the preicing of the cars cannot be performed by the carriers? If the cars may be preiced in one instance they certainly can be preiced in another, and with equal expedition, dispatch and satisfaction. Can it be contended that the carriers cannot perform these services equally as well as the shippers when the carriers are refrigerating more than 100 cars to the one refrigerated by the shipper, and especially in view of the unqualified statement of the counsel for the shippers? (II, 836):

> "Mr. Call: We apparently agree with you that your ordinary refrigeration was a success this year. Our witnesses so testified.
>
> Mr. Durbrow: I want to point to what extent it was a success.
>
> Mr. Call: Do you say it is or is not?
>
> Mr. Durbrow: We say it is.
>
> Mr. Call: We agree with you on that.
>
> Com'r Prouty: I do not understand there is any question about that."

The Commission stated (I, 50; 23 I. C. C. R., 267, 270):

> "The carrier might furnish the ice with which the bunkers are filled, but it could only do so at a disadvantage and if compelled to furnish this ice in proper shape and at a price which would be reasonable as compared with the cost of the ice to the shipper at that point, *would not care to do so.* (Italics our.) If the carrier were allowed to furnish the ice, it could not properly fill the bunkers and seal the car for transportation, since this would require the services of an expert at each separate packing house, nor ought it to be permitted or required to do this inas-

much as the shipper must assume the responsibility of the work having been properly performed."

In case of loss or damage, however, it simply leaves the carrier with a controversy with the shipper as to whether the work was properly performed.

We, however, challenge counsel for the government and for the Commission to point to any evidence in the record showing that the carriers "could not properly fill the bunkers and seal the cars for transportation." What warrant is there for the Commission intimating inferentially or supposititiously that the performance of such services "which would require the services of an expert" could not be performed by the carriers, and that the carriers are not prepared to furnish the experts to perform this service, especially in view of the unqualified statement of the shippers' counsel quoted above?

It plainly appears from the foregoing that the Commission, on the one hand, recognize that these services of preicing the cars are a part of the refrigeration and, incidentally, the transportation services which under the provisions of the Act carriers are required to perform, and then undertake, on the other hand, to show that these services are not a part of the refrigeration or transportation service by saying that the carriers could not perform these services equally as well as the shippers.

If these services are necessary in the refrigeration of the car, the law enjoins upon the carrier the obligation of furnishing these services and imposes upon the carrier the obligation of answering to the shipper in the event the services are not properly

performed. Therefore, it cannot be held that the shippers must assume this responsibility, because the law says they do not assume the same and the carriers cannot shirk the responsibility, but must accept it and, therefore, must necessarily perform these services themselves in order to assure that the services will be properly performed, and the risk of liability where the services are performed by another thus eliminated.

1 Wyman, Public Service Corporations, Sec. 796, p. 669. Note 1, and cases cited.

Atlantic Coast Line v. *Geraty,* 166 Fed., 10.

Calender, etc., Company v. *Chicago, etc., R. Co.,* 99 Minn., 295; 109 N. W., 402.

Undell v. *Illinois Central R. Co.,* 13 Mo. App., 254.

Mathis v. *Southern Ry. Co.,* 65 S. C., 271; 43 S. E., 684.

Chicago & A. R. Co. v. *Davis,* 159 Ill., 53; 42 N. E., 382.

In *International & G. N. R. Co.* v. *Welbourne,* 113 S. W., 780, the carrier was held liable for hams damaged in transit having undertaken to transport them in a refrigerator car.

In *St. L. I. M. & S. R. Co.* v. *Cumbie,* 101 Ark., 172, 141 S. W., 939, the carrier was held liable for damage to cabbages due to decay caused by heat while being transported in a refrigerator car.

In *Pennsylvania R. Co.* v. *Orem, etc., Co.,* 111 Md., 356; 73 Atl., 571, the carrier was held liable in damages for failure to ice a shipment of peaches.

In *McConnell Bros.* v. *S. Ry. Co.,* 144 N. C., 87; 56

S. E., 559, the carrier was held liable in damages for failure to reice a car of tomatoes while in transit.

See, also, note to *St. Louis, etc., R. Co.* v. *Renfroe,* 10 L. R. A. (N. S.), 317, *et seq.*

The statement made in the Commission's last opinion (I, 51; 23 I. C. C. R., 267, 271) to the effect that, as stated in their former opinion, "the difference in expense applied to all the carloads of citrus fruits which are now refrigerated in transit would equal $600,000 a year," misled the Commerce Court in the belief that this sum would be saved to the shippers were they permitted to precool and preice against the will of the carriers. This supposed difference in expense was evidently calculated as upon the basis that all carloads of citrus fruit, now moving under standard refrigeration and which are precooled and preiced by the carrier as well as cars moving under ventilation, would move precooled and preiced by the shippers. But the uncontradicted evidence of Mr. Story, president of the complaining shippers' organization, hereinbefore referred to, shows conclusively that a small number of citrus fruit shipments can possibly be moved under the refrigeration service performed by the shippers, and this equation also leaves out of consideration what the Commission regards as the most important item of expense to the carriers, that is, the cost of the ice which the carriers now furnish in the standard refrigeration service, as well as the cost of precooling plants.

The statement of the Commission is not important, but the court's attention is directed to the same as being misleading and apt to create an impression

that the carriers are endeavoring to enforce a rule which would impose an unjust burden upon the shippers. It is contrary to the uncontradicted evidence and the Commission's finding in this respect is not supported. It is evidently based upon the erroneous calculation of the Commissioner as to the cost per car to the shipper to precool and preice and that there will be no occasion to reice and wherein the value of the plant, depreciation, interest, etc., were not considered. It is also based upon the assumption that the charge fixed by the Commission of $7.50 per carload for the services of the carrier in connection with the matter is correct and altogether reasonable, and that the shipper thereby saves the difference between that figure and the standard refrigeration charge which was in controversy but was upheld. This matter will be considered hereafter. Indeed the calculation of the Commission fails to consider the item of $7.50 which the shippers must also pay to the carriers for its services in such cases.

The Commission in making its guess as to saving to the shippers, neglected to ascertain what it would cost them to construct and maintain cold storage or precooling plants at all loading places in Southern California, what would be the depreciation, interest on investments, or cost of operation, so as to even approximate the actual cost to the shippers of precooling and preicing. The estimated saving during a year was wholly conjectural. If the average manufacturer or business man guessed at his costs per unit by such method and sold accordingly, he would soon become bankrupt.

It would seem to be self-evident that the two

large plants of the carriers which are adequate to take care of the entire crop can precool and preice the cars much cheaper and more economically than could fifty or a hundred or more of small cold storage plants scattered about Southern California.

It therefore appears that the carriers have fully equipped themselves with the necessary facilities and appliances; that they fully discharge their common law and statutory duty of providing adequate refrigeration service; that they are prepared and equipped to discharge the entire transportation service, including refrigeration; that the law imposes this duty upon them and they have made their investments to perform the same and they cannot be compelled against their will to permit shippers to discharge any part of these duties; that the services rendered by the shippers in preicing the cars of the carriers, standing upon the tracks of the carriers, is a part of the refrigeration service; and that, therefore, the Commission transcended its power in entering an order permitting the shippers to perform these services, and the Commerce Court erred in sustaining such order.

The Commerce Court also erred in assuming it had no power to review the decision and order of the Commission because it was supposed to involve an administrative ruling. But whether or not a given practice or regulation of the carrier is reasonable or not is a question of law for the ultimate determination of the courts in an appropriate proceeding. Here, however, there was simply involved the legal right of the carrier to in-

sist upon itself performing the entire transportation service and to withdraw from certain shippers a privilege theretofore accorded to perform a part thereof with an allowance therefor.

At the conclusion of the Commerce Court's opinion it is stated (I, 140):

> "We think this was an administrative ruling clearly within the power and jurisdiction of the Commission and with which this court may not interfere."

It is then stated (I, 141):

> "As it is conceded by counsel for the petitioners that the shippers have the right to precool their fruit, with the exception of placing ice in the bunkers of the car in connection with such precooling, and that it is not necessary to furnish any different car than the one provided for standard refrigeration or precooling by the carrier, and that the ice placed in the car is furnished by the shipper prior to the time at which the car is delivered to the carrier for transportation, the matter of precooling by the shippers becomes a practice which the Commission could condemn or indorse without interference by the courts."

The court evidently misunderstood the concession of counsel. It also misconceived in its final opinion the difference between precooling the shipment prior to loading and the initial icing of the car when loaded, and there was at no time any admission that any *car* was *delivered* to the carrier for transportation.

But it is obvious from the foregoing that the Commerce Court was of opinion that the reasonableness of a practice or a rule or regulation of the carrier

rested finally and conclusively with the determination of the Commission and was not matter for review by the courts. In doing so it abdicated all its power and function and relegated the question entirely to the Commission.

The case, however, did not involve a practice of the carrier subject to approval or condemnation by the Commission, but simply involved the legal right of a carrier to withdraw from a class of shippers the privilege of performing a part of the carrier's duty, with allowance therefor out of the rate made, when the carrier saw fit to perform that duty itself.

However, in order that no misconception may arise we wish to combat the notion entertained that a practice, rule or regulation of the carrier in respect to the conduct of its business is wholly subject to the approval or disapproval of the Interstate Commerce Commission, and that the decision of that body upon the reasonableness of the regulation involved is final and conclusive upon the courts.

If that were so it was idle in Congress to give the Commerce Court jurisdiction to inquire into the validity or reasonableness of orders of the Commission. If that were so the function of the court would be merely to put its stamp of approval upon the action of the Commission without the exercise of its judicial power.

Is not the provision found in the amendment to the tariff withdrawing the privilege theretofore accorded to citrus fruit shippers of preicing or furnishing initial icing for the cars, and reserving to the carrier itself this right to be exercised by it exclu-

sively, reasonable because strictly in accordance with the law?

It is, however, well settled that common carriers have the right to make reasonable rules and regulations for the conduct of their business, governing the use of their cars and the manner of receipt, transportation, delivery and care of freight while in their custody.

Harp v. *Choctaw, O. & G. Rld. Co.*, 125 Fed., 445, 450 (C. C. A. 8th Circuit).

Robinson et al. v. *B. & O. Rld. Co.*, 129 Fed., 753 (C. C. A. 4th Circuit).

Platt v. *Lecocq*, 158 Fed., 724, 730, 731.

2 Hutchinson on Carriers, 3rd Ed., Secs. 1033, 1077.

There is always a presumption in favor of the reasonableness of such rules and regulations and that they are for the public advantage and do not conduce to the prejudice of particular individuals.

2 Hutchinson on Carriers, 3rd Ed., Sec. 943.

Platt v. *Lecocq*, 158 Fed., 730, 731.

In the case last cited it was held that such presumption overcame the statutory presumption in favor of the report and order of a state commission.

It is also well settled by the modern authorities that the reasonableness of any rule or regulation of a carrier is a question of law to be determined by the court.

Pullman Company v. *Krauss*, 145 Ala., 395; 40 So., 399, 401, and authorities cited.

Gregory v. *C. & N. W. Ry. Co.*, 100 Iowa, 345; 69 N. W., 532.

Central of Georgia Ry. Co. v. *Motes*, 117 Ga., 923; 43 S. E., 990.

Illinois Central R. R. Co. et al. v. *Whittemore*, 43 Ill., 420, 423.

Vedder v. *Fellows*, 20 N. Y., 126, 130.

The reason therefor is well stated in *Railroad Company* v. *Fleming*, 14 Lea (Tenn.), 145, as follows:

> "The rules and regulations of a railroad company, as of other corporations, are subject to the requirements that they must be reasonable. Whether they are reasonable or not is a question for the court, and not for the jury; and this is for the obvious reason that there must be uniformity in the construction, which can be always obtained by the decision of the court. If left as a question of fact to the jury, the result might vary with each jury, and the corporation could have no certainty that any rule would stand the test with every jury. So the necessity of holding this to be a question of law, and therefore within the province of the court to settle, is apparent from the consideration that it is only by so holding that fixed and permanent relations can be established. If this question is to be left to juries, one rule would be applied by them today and another tomorrow. In one trial a company would be liable, and in another, presenting the same question, not liable."

But it is well known that the rulings of the different state courts upon the same question were not uniform.

Again, there would be found in the different states different legislative regulations so that there was frequently uncertainty as to whether a given rule or regulation or practice of the carrier would be held

to be reasonable, or valid, or not. It was therefore frequently impossible for the shipper, as well as the carrier, to know with certainty what would be the carrier's actual responsibility as to goods delivered to it, and what would be its duty and liability in given cases.

In order, therefore, that there might be uniformity and certainty the Interstate Commerce Law was so amended in 1910 as to enable shippers and others to secure a ruling from the Commission and a final judicial determination, through the Commerce Court and this court if necessary, of the justness and reasonableness of any rule, regulation or practice of the carrier which might be drawn in question. But such legislation was for the purpose of insuring certainty and uniformity in respect to the rules and regulations of the carrier and enforcement of the same. See:

Adams Express Co. v. *Croninger,* 226 U. S., 491, 505.

Kansas City Southern Ry. v. *Carl,* 227 U. S., 639, 649.

Missouri, K. & T. Ry. v. *Harriman,* 227 U. S, 657.

In the amendment to Section 1 of the Interstate Commerce Law, passed June 18, 1910, it was provided:

> "And it is hereby made the duty of all common carriers subject to the provisions of this Act to establish, observe and enforce just and reasonable classifications of property for transportation, with reference to which rates, tariffs, regulations, or practices are or may be made

or prescribed, and just and reasonable regulations and practices affecting classifications, rates or tariffs, the issuance, form and substance of tickets, receipts and bills of lading, the manner and method of presenting, marking, packing and delivering property for transportation, the facilities for transportation, the carrying of personal, sample and excess baggage, and all other matters relating to or connected with the receiving, handling, transporting, storing and delivery of property subject to the provisions of this Act which may be necessary or proper to secure the safe and prompt receipt, handling, transportation, and delivery of property subject to the provisions of this Act upon just and reasonable terms, and every such unjust and unreasonable classification, regulation and practice with reference to commerce between the states and with foreign countries is prohibited and declared to be unlawful."

This provision, as we have shown, is but a reiteration of the common law rule. It is only unjust and unreasonable regulations and practices which are made unlawful and the question whether a given regulation or practice is unjust and unreasonable is still a question of law which can only be ultimately or finally determined and settled by the courts exercising the judicial power in an appropriate proceeding or controversy.

In the amendment to Section 15 of that law, it was also provided that when, after full hearing on a complaint or under an order for investigation and hearing by the Commission, the Commission shall be of opinion that any classifications, regulations or practices whatsoever of such carrier or carriers are unjust or unreasonable or unjustly discriminatory,

or unduly preferential or prejudicial or otherwise in violation of any of the provisions of the Act, it was authorized and empowered to determine and prescribe what classification, regulation or practice is just, fair, and reasonable to be thereafter followed, and to make an order that the carrier or carriers shall cease and desist from such violation to the extent to which the Commission finds the same to exist, etc.

But the determination of the Commission is not final and conclusive. On the contrary, the right to review the correctness or legality of any order made by the Commission was vested in the Commerce Court by the Commerce Court Act passed at the same time as it had theretofore under prior legislation been vested in the United States Circuit Courts.

By the above procedure it is, therefore, evident that the question of the reasonableness of any rule, regulation or practice of the carrier may be expeditiously and uniformly judicially settled and determined and, therefore, definitely fixed before specific controversies are likely to arise. This course insures a uniform application of the rules and regulations to shippers in general and relieves each particular shipper from the necessity of attacking and having the validity of any particular rule determined only when his particular controversy shall arise.

It is plain, however, that the Commission, as a condition precedent to exercising its power of prescribing a new regulation or practice for the carrier in lieu of that adopted by such carrier, must first de-

termine that the existing regulation or practice of the carrier under investigation is unjust and unreasonable. In coming to such determination the Commission applies and is bound by the same rules or principles of law which would govern courts in coming to a similar determination. In other words, before the authority of the Commission to prescribe a new regulation for the carriers can be exercised, the existing regulation in controversy must be unjust and unreasonable within the meaning of the law, otherwise it would not be unlawful. The determination of such question is eminently judicial. It is the determination of the legality of an existing rule or regulation. Inasmuch as Congress could not vest the Commission with arbitrary power to proceed to make a new rule or regulation for the carriers except such as would be in accordance with principles of the common or statutory law, it is also obvious that when the rule or regulation prescribed by the Commission is challenged in a direct proceeding in court the reasonableness or validity of such rule or regulation becomes also a question of law which the courts alone are competent ultimately and finally to decide. This would follow even if the statute had not provided therefor.

See:

Sabre v. *Rutland Railroad*, 86 Vt., 347; 85 Atl., 693-4, 701-2-4-6.

Bessette v. *Goddard et al.*, 88 Atl., 1.

If, as a matter of law, the new regulation prescribed by the Commission is not just and reasonable the courts must so determine in an appropri-

ate proceeding. It was not certainly intended that such determination by the courts could only be had in suits to impose the enormous penalties prescribed by the Act for failure or refusal of any carrier or its officers to obey any lawful order of the Commission. A more reasonable construction to be given to the Act would be that which would permit the challenging of the action or order of the Commission in the direct proceeding authorized to annul or set aside any order of the Commission found by the court to be unauthorized or unlawful.

To say that the Commission is the final judge of the controversy and that it has the power to determine for itself, according to its own notions, whether a regulation of a carrier, involving the use of its property or the performance of its duty, is reasonable or not and in conformity to the standard fixed by the statute or not, and that the courts, which, under the Constitution are specially vested and entrusted with the power of construing and applying the law, have no authority or power to review the action or determination of the Commission, is simply to say that the Commission is supreme when determining its own authority and functions. The court proceedings authorized by the statute to set aside or annul an order of the Commission would then be wholly useless and unnecessary and the provision would be entirely illusory.

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The courts have not yet been relegated to the performance of merely perfunctory duties. Nor has the great constitutional principle of the separation of the three great powers of government yet been set aside so as to permit an exercise of a combina-

tion of any two or more of these powers by a single Commission. The danger and invalidity of such course was long ago pointed out. (Works of James Wilson, Vol. I, pages 363 and 365 (Edition of Callahan & Co.); and in Federalist No. 47.)

But as we have shown, the reasonableness of a rule or regulation established by the carrier is a question of law to be ultimately determined by the court, and the foregoing amendments to the Interstate Commerce Law were passed simply for the purpose of securing uniformity and speedy determination of the reasonableness of the rules and regulations involved. It follows that if the Commission has misconceived or misapplied the law or any principle thereof, in condemning an existing rule or regulation of the carrier, or in substituting a new rule or regulation of its own therefor, its order would be clearly subject to challenge as being unauthorized and unlawful.

Int. Com Comm. v. *No. Pac. Rly.*, 216 U. S., 538, 544.

Int. Com. Comm. v. *L. & N. Rly.*, 227 U. S., 88.

Congress has not in terms provided that a decision of the Commission that an existing rule or regulation of the carrier is unreasonable shall be conclusive upon the courts in a direct proceeding attacking the validity of the order of the Commission. It may be suggested that the quality of *res adjudicata* only attaches to the determination of a judicial tribunal having jurisdiction over the parties and the subject-matter of the controversy and

which is authorized to hear and determine or decide the questions at issue and applying in such determination the applicable principles of law. The courts alone, under the federal constitution exercising the judicial power, are competent to make a final and conclusive determination of the rights of parties where such rights are not mere matters of grace or bounty from the government or merely the exercise of a license or permission which could only be exercised by favor of the government. The right to engage in legitimate interstate commerce is one not granted by the federal constitution or by the federal government but that right is made simply subject to Congressional regulation where the same is reasonably necessary for the general welfare. The Interstate Commerce Law does not profess to give the right, but simply in a way to regulate those engaged in transporting interstate commerce.

The determination of an executive or administrative board or commission could not, under the constitution, be made conclusive upon the courts on legal questions at least and operate as *res adjudicata* so as to prevent the federal courts, in an appropriate proceeding, from determining the matter itself when presented and the rights of the parties before it.

> *Prentis* v. *Atlantic Coast Line*, 211 U. S., 211; 227, 230.

The same principle would be applicable where there should be drawn in question, in an appropriate court, the validity of an act or order of an executive board or the question whether such board ex-

ceeded its authority by making an order contrary to the limitation or rule prescribed in the statute.

But Congress has not attempted so far to delegate to the Commission all of its power and discretion in the premises. The important matter to be considered is—what authority has Congress delegated under the statute to the Commission, and is the challenged action or order of the Commission consonant to the rule prescribed in the statute not only as a guide to the Commission but as the law under which the validity of its action may be tested?

As stated before, the limit of the authority of the Commission is found in the statute itself. The Act only condemns those rules or regulations of the carrier which are unjust or unreasonable. It only authorizes the Commission to condemn the old and substitute a different rule or regulation when that of the carrier is determined to be unjust and unreasonable, thus necessarily involving a question of law and application of the principles thereof. It would seem also to be quite plain that the Commission is not vested with authority to make rules or regulations for the carrier which are not just and reasonable. A rule which should be prescribed by the Commission which would be unjust and unreasonable to the carrier would be as contrary to the law as a rule prescribed by the carrier which would be unjust and unreasonable to the shipper.

It is not the function or office of an executive or administrative board to ignore, amend, or replace the law, whether common or statutory.

Morrill v. *Jones*, 106 U. S., 466.

Therefore, the order of the Commission setting aside the tariff provision withdrawing permission to shippers to furnish initial icing of cars and thus requiring the carriers, contrary to their wish and regulation, to accord to the complainants before the Commission who were shippers of oranges a privilege or right of preicing or furnishing initial icing of the cars, is unjust, unreasonable and invalid because contrary to the common and statutory law which imposes upon the carrier the duty and obligation of furnishing the necessary refrigeration, including the icing of cars to render them fit for the particular transportation.

Where the risk and duty are imposed there resides the right to perform the service which may be necessary to protect against liability or risk.

But the determination of the Commission, that the carriers could not rightfully withdraw from the shippers the privilege of performing a part of the transportation service and retain to themselves the exclusive right of performing such service, was certainly a misconception and misapplication of the law.

The question submitted resolves itself into one of law. The Commission has committed an error of law in rendering its decision, and has entered an order which transcends its power and authority. The court should have determined these questions of law as an original proposition and not have felt constrained to accept the conclusions, findings and order of the Commission as final.

Illinois Central R. R. Co. v. *I. C. C.*, 215 U. S., 452.

I. C. C. v. *U. P. R. R. Co.*, 222 U. S., 541.

It is clear that the Commerce Court confused the provisions of Sections 1 to 15 of the Act as now amended, and mistook the power of the Commission to determine the classifications and rates in tariffs under the provisions of Section 15 with the provisions of Section 1 of the Act which imposes duties upon the carriers and which they are obliged to perform, and erroneously held that the Act empowered the Commission to compel carriers to permit shippers to perform a portion of the refrigeration or transportation service which the law devolved alone upon the carriers.

II.

THE $7.50 CHARGE PRESCRIBED BY THE COMMISSION AS COMPENSATION TO THE CARRIER FOR REFRIGERATION WHERE THE SHIPPER IS PERMITTED TO PREICE IS UNREASONABLE, UNLAWFUL, ARBITRARY AND CONFISCATORY AND CONTRARY TO THE FINDINGS OF THE COMMISSION.

Even if it should be held that the order was valid in requiring the carriers to perform or grant to shippers the privilege of performing a part of the refrigeration or transportation service, then that part of the order fixing the compensation of the carrier at $7.50 is apparently erroneous because the Commission did not undertake to and did not find what would be a reasonable allowance to the shipper out of the regular refrigeration rate for the preicing service.

The Commission recognized that where shippers

precool their shipments and preice the cars the carriers are nevertheless obliged to furnish certain facilities and perform certain services in connection with the refrigeration of such shipments, but they allowed the carriers only $7.50 as full compensation for the use of such facilities and for the performance of such services.

The right to compensation being recognized it remains to be determined whether the amount fixed is adequate or reasonable.

Fortunately, it will not be necessary for the court to review the evidence introduced before the Commission for such purpose because the Commission has analyzed the same and stated certain facts and made express findings as to the cost of performing the refrigeration service, and we shall show that the conclusion reached by the Commission is quite contrary to their findings.

The Commission, before considering the reasonableness of the $30 charge complained of and at one time made by the carriers for performing the services on shipments which were precooled and preiced by the shippers, determined that the standard refrigeration charges were reasonable and went into the element of cost of performing the same. The Commission finds (I, 13; 20 I. C. C. R., 106, 107) that "this kind of refrigeration has long been in effect and is still the one generally used," and finally determined that the charges for standard refrigeration of "$60 to the Missouri River, $62.50 to Chicago and similar points, $72.50 to Buffalo and Pittsburgh, $75 to New York and $77.50 to Boston," are reasonable.

In reaching such conclusion the Commission held that the carriers were not entitled to take into account the fact that refrigerator cars were more expensive or of greater weight, or that the ratio of the load to the tare was much less than in shipments transported in ordinary box cars, or that practically 75 per cent. of these refrigerator cars were hauled westbound empty to supply the needs of the citrus fruit shippers because the Commission held that these items of expense had been taken into account in determining the freight rate and that "in determining the additional sum which the shipper who has the benefit of the refrigeration shall pay, nothing should be added by reason of the fact that a car of this type is used" (I, 14; 20 I. C. C. R., 106, 108).

The Commission likewise eliminated the expense of providing for inspection, assigning as a reason therefor that the inspection service "in case of refrigerated shipments is but little different from that given to the movement under ventilation, save for the work of examining and filling the ice bunkers, which may properly be included in the cost of the ice" (I, 15; 20 I. C. C. R., 106, 110).

The Commission expressly held that the items of expense which should properly be taken into account in determining the reasonableness of the standard refrigeration rate were repairs to the bunkers, the expense of transporting the ice, the cost of the ice, and that an allowance should be made for the "element of risk which the carriers must assume in the rendering of this service" (20 I. C. C. R., 106, 111; I, 16).

In determining the cost to the carriers of transporting shipments precooled and preiced by shippers, the Commission stated (20 I. C. C. R., 106, 120; I, 24-5):

> "We have seen that in case of standard refrigeration there is an expense in providing and keeping in repair the ice bunkers which is not presented in the ventilated movement, and this is equally true in case of the precooled shipment. The carrier is, therefore, entitled to this additional cost, which is about $5 per car per trip one way."

This leaves a difference between the rate established by the Commission and the cost of repairs to the bunkers of $2.50 *per car to cover, under the Commission's admissions, the cost of hauling the ice, the element of risk, and a profit to the carrier upon the transaction to say nothing of the necessity under which the carrier is placed of being prepared to reice such shipments when necessary and to take the necessary care to determine such necessity.*

These computations are made of course upon the assumption that the Commission can compel the carriers to permit the shippers to perform a part of this refrigeration service and to furnish the ice which the carriers may be called upon to furnish under the Commission's decision at the shippers' election. Proceeding upon this assumption, the cost of the ice used by the shippers in preicing their cars must be eliminated as a factor in determining the cost to the carrier of performing its part of the service of refrigeration, but the fact nevertheless remains that under the authorities hereinbefore cited the carriers must fully equip themselves to furnish refrigeration for

all shipments offered them by the shippers. It follows that if the shippers are to be permitted to furnish a part of the refrigeration service and preice the cars at will, the carriers are obliged to keep in storage a large quantity of ice to meet the exigencies of any situation which may arise, caused by the shippers' election to require the carriers to perform the entire service. To make such provision has necessitated the carriers erecting their large precooling plants at a cost, found by the Commission, of $500,000 to serve the Santa Fe System and $750,000 to serve the Southern Pacific System, which plants the Commission find are fully equipped and "modern in every respect." As is shown by the uncontradicted testimony introduced before the Commission, these plants were erected after conference with the shippers and with the particular complainants in the case brought before the Commission and now under review, and after the shippers had gone on record in a formal conference called for the purpose of determining the question that the carriers should erect and maintain these plants. It therefore appears that while there may be no direct expense incurred by the carriers in providing ice to be used in preicing the cars handled by the shippers, that nevertheless there is an expense which the carriers must necessarily incur in erecting and maintaining these expensive icing and precooling plants in order that they may be fully prepared to meet the demands of the shippers and the requirements of the statute.

The Commission expressly holds that the carriers are entitled to be compensated for hauling the additional weight of ice on shipments precooled and pre-

iced by the shippers as well as in cases where the carrier provides the full refrigeration service, but the allowance made by the Commission to meet this expense measured by the standards fixed by the Commission itself, and we have reference to the amount allowed the carriers in transporting the ice on shipments moved under standard refrigeration, is wholly inadequate.

In determining the expense of transporting the ice on shipments moving under standard refrigeration, the Commission found (20 I. C. C. R., 106, 108, 109; I, 14, 15) that:

> "The bunkers of a Santa Fe car, as ordinarily filled in standard refrigeration, contain about 9,000 pounds. Those of the Southern Pacific cars are somewhat larger, containing about 10,000 pounds. The ice melts as the car moves on from icing station to icing station, so that the weight of the ice is not, on the average, as much as the full bunker. Probably a fair average weight would be from 7,000 to 8,000 pounds, being somewhat greater upon the Southern Pacific lines than upon those of the Santa Fe. * * * Exactly what the amount fairly allowable on this account should be it is impossible to determine."

The Commission then states (20 I. C. C. R., 106, 109; I, 15) that the carriers may not properly apply to the weight of the ice the $1.15 rate which applies to the oranges because, under the estimated weight, the additional charge would amount to $92, materially more than the entire charge for refrigeration to the most distant point. It then states that "it is not probable that the actual additional cost to the carriers could exceed upon the average $20 per car

and thereupon that sum was allowed the carriers to cover the expense of hauling the ice in standard refrigeration.

With reference to shipments precooled and preiced by the shipper the Commission finds, page 120 (I, 25) of the same opinion, that "the bunkers are filled with somewhat more care and somewhat more compactly in case of the precooled than in case of the refrigerated shipment. Upon the Santa Fe the average weight of the ice in case of these precooled shipments would be at the packing house at least five tons." It then finds that "it would be a liberal estimate to put the average weight of the ice during the entire journey at 5,000 pounds. For the hauling of this ice the carriers are entitled to fair compensation, as they are in the case of standard refrigeration."

In its last decision (I, 47, 50; 23 I. C. C. R., 267, 270) the Commission reaffirms its original finding and holds, speaking of shipments precooled and preiced by the shipper, that "The bunkers are filled with ice, large cakes especially prepared for the purpose being used and great care being taken to see that the bunkers are thoroughly filled."

The evidence introduced by the shippers discloses without conflict that the shipper places 12,600 pounds of ice, or 3,600 pounds more than the carriers use in standard refrigeration, into the bunkers of cars precooled and preiced by the shippers. The shippers' testimony also shows that there was a considerable quantity of ice left in the bunkers when the cars reached their final destination and it further appeared from the evidence of the shippers that where

the shipments have been precooled by the shippers before loading into the car, the ice loaded into the bunkers does not melt so quickly as in cases where the shipments are loaded into the car without being precooled, and this fact is further proved by the uncontradicted testimony of the carriers to the effect that where shipments are precooled at their plants the ice placed in the bunkers does not melt as quickly as under standard refrigeration. It therefore appears under the uncontradicted evidence that the average haul of ice for shipments of citrus fruits from southern California to the eastern markets is at least 7,000 pounds. The Commission, however, as above shown from their first opinion, page 121 (I, 25), finds that the average weight of the ice during the entire journey is 5,000 pounds, and as already has been shown, the Commission makes express finding (20 I. C. C. R., 106) that under standard refrigeration, where the bunkers are kept filled with ice from point of origin to final destination by frequent reicing, the average weight of the ice carried in the bunkers is from 7,000 to 8,000 pounds and allows the carriers the sum of $20 per car for transporting this ice based on tests made upon the Santa Fe System, although it is expressly found by the Commission that, as has heretofore been pointed out from a quotation of the Commission's opinion, at least 1,000 pounds additional ice is placed in the bunkers of cars operated over the Southern Pacific System.

Although the uncontradicted and undisputed evidence showed conclusively that the finding of the Commission that the average weight of the ice transported on shipments precooled by the shippers

amounts to 5,000 pounds is too low and should be 7,000 pounds, nevertheless it is unnecessary for the court to determine whether this contention should be sustained because it can be demonstrated by accepting the Commission's finding that the charge prescribed by the Commission is unreasonably low and confiscatory. It must be held that if the carriers are entitled to an allowance of $20 as a mere matter of cost to defray the expense of hauling 8,000 pounds of their own ice in standard refrigeration, then by the arithmetical rule of proportion the carriers are entitled to at least $12.50 to defray the mere cost or out-of-pocket expense of hauling the average of 5,000 pounds of ice of the shippers when the car is preiced by the latter.

We have already directed the court's attention to the express finding of the Commission that the carriers are entitled to $5 to defray the expense of repairing damage to the bunkers due to icing, and it therefore follows that upon the basis of the formula and the method of computation adopted by the Commission predicated upon its express findings, the carriers are entitled to at least $17.50 per car to cover no more than the expense of the wear and tear and damage to bunkers and the actual cost found by the Commission of transporting the ice, instead of $7.50 which the Commission allows. The Commission's conclusions, findings, and order are susceptible of no other interpretation than that it allowed $5 for repairs for bunkers and $2.50 for hauling 7,000 pounds of ice across the continent because the Commission expessly states that "for the hauling of this ice the carriers are entitled to fair compensation, as they

are in the case of standard refrigeration" (I, 25; 20 I. C. C. Rep., 106, 121). By what rule of reasoning did the Commission arrive at the conclusion that the carriers expend $20 as cost in hauling 8,000 pounds of their own ice but that $2.50 reimburses them for taking a load of 12,600 pounds of the shipper's ice and hauling it across the continent as an average load of about 7,000?

Again, the lowest class rate from southern California to Chicago is 95 cents per hundred, and at this rate the 5,000 pounds of ice of the shippers, which the Commission estimated to be the average weight for the whole trip, would yield to the carriers $47.50 instead of $7.50. If we estimate the average weight at 7,000, which is nearer right, the carriers should receive for hauling the ice, at the lowest class rate, $66.50. This does not include the expedited service in a very costly car, for the commodities moving under the 95 cent rate are handled in common box cars.

Moreover, no allowance is made by the Commission in the rate of $7.50 for the maintenance by the carriers of their refrigerating establishment and their organization, which must be kept up not only on the lines of the initial carriers but also throughout the United States. In case any shipment precooled and preiced by the shipper with orders not to reice in transit should be found by reason of unavoidable delay, unusually hot weather, casualties or otherwise to require reicing once or oftener before reaching destination the carriers must be ready, under the authorities cited, to furnish refrigeration.

The tariffs which have been in effect during the

entire course of this litigation and which are now in effect provide that the shipper may divert the shipment as many times as he may deem advisable, no limit being placed upon the number of diversions and no extra charge being made. The evidence discloses that shippers have availed themselves of this privilege of diversion by diverting a single car as many as sixteen times and that the shippers are entitled to hold cars at any point along the line of the original or diverted route within the 48 hours free time without additional cost, and that when cars are so diverted or held that the shippers are entitled to exercise the privilege accorded them by the tariffs of calling up the carriers to reice the car notwithstanding the fact that it may have been filled after having been precooled and preiced by the shipper with instructions not to reice in transit. According to the testimony of Mr. Story, manager of the California Fruit Growers' Exchange, where shipments are diverted or held in transit by the shippers, they cannot move through to destination (II, 194) without being reiced in transit. Likewise, Mr. Dreher, who operates the largest precooling plant in southern California owned by shippers, testified positively (II, 205) that it was necessary for the railroad companies to maintain their icing facilities at points along their lines. Therefore, the cost of handling shipments precooled and preiced by the shippers should include a proportion of the cost of maintaining the carriers' refrigeration plants and reicing stations, *but the Commission made no allowance to cover this expense.*

Moreover, the Commission undertakes to compel

the carrier to give up for the beneficial use of 3 per cent. of the refrigerated tonnage, to the damage of 97 per cent., a part of its refrigerating establishment, namely, the costly refrigerator car, without allowing anything therefor except $5 for repairing the bunkers.

In determining the cost of performing the standard refrigeration, the Commission said that "a sum should be added to offset the 'element of risk' which the carrier must assume in the rendering of this service."

Are the carriers not entitled to have a reasonable allowance made for the element of risk in transporting shipments precooled and preiced by the shippers and is there any rule of law which will enable the carriers to escape or relieve themselves from this element of risk?

In rendering its last decision (23 I. C. C. Rep., 267, 270; I, 50) the Commission holds that "the shipper must assume the responsibility of the work having been properly performed." The statement cannot be supported by authority or by reason. In any event, in case of loss or damage, the fault will be shifted and placed upon the carrier. Therefore, an allowance should have been made by the Commission for the element of risk which the carriers must assume in handling shipments precooled and preiced by the shippers which, according to the uncontradicted testimony, and the fact is apparent from a mere casual statement, are not refrigerated as scientifically as shipments moving under standard refrigeration

which are kept reiced until they reach their final destination.

In determining the reasonableness of the standard refrigeration charges, the Commission recognized the elementary rule of law that carriers are entitled to "fair profit upon the transaction" (20 I. C. C. R., 106, 111; I, 16), and cite with approval the controlling case of *Southern Ry. Co.* v. *St. Louis Hay & Grain Co.*, 214 U. S., 297.

That the Commission recognize that the carriers are entitled to a profit for the refrigeration and transportation service which they render in transporting shipments which are precooled and preiced by the shippers is shown by the following statement made by the Commission (I, 25; 20 I. C. C. R., 106, 121):

> "Clearly these growers who have devised and perfected this system of shipment" (the uncontradicted evidence showed without question that the carriers devised and perfected the system) "should not be compelled to pay for the privilege of using it more than the fair cost to the carrier of providing the additional facilities which are not included in the ventilated rate, *with a fair profit.*" (Italics ours.)

But what allowance has been made by the Commission for a "fair profit" in establishing the charge of $7.50 which the carriers may assess for their part of refrigeration services rendered in connection with shipments of this character? It becomes at once apparent that the Commission failed to allow any "profit" but that it entered an order compelling the carriers to perform the service for at least $10 less than the actual expense for performing such service,

according to the express findings of the Commission. In reaching its conclusion it evidently became oblivious to its previous statements.

Tabulating the elements of cost found by the Commission in standard refrigeration and applying these to exactly similar factors existing in transporting cars precooled and preiced by the shipper, we have the following results:

TABLE BASED UPON I. C. C. FINDINGS ON MOVEMENT FROM CALIFORNIA TO CHICAGO.

	Cost to Carrier per car in	
	Standard Refrigeration.	In respect to cars pre-cooled and pre-iced by shipper.
Cost of ice	$30.00	.....
Cost of repairs to bunkers	5.00	5.00
Hauling of ice (8,000 lbs.)	20.00	.....
Hauling of ice (5,000 lbs.)	.....	12.50
Total	55.00	17.50
Standard Refrigeration to Chicago	62.50	.....
Excess of charge over cost	7.50	.....

Assuming this $7.50 excess of rate over cost represents either a minimum or fair sum for the other two factors the Commission holds carriers are entitled to compensation for risk and profit, it is fair, under the findings, to add this sum to the cost for handling cars precooled and preiced by shipper to obtain the rate. This because risk is by no means lessened as the value of the load is greater and facilities must be maintained at all points to fully ice cars if necessary.

Adding this $7.50, assumed profit and risk, the resulting rate would be $25 per car, where the shipper precooled and preiced, of which $17.50 repre-

sents the Commissioner's findings of actual cost of items entering into the service.

The Commission, however, endeavored to fortify their decision and support their order upon the ground that "It will be found that the carrier receives more per gross ton for handling the precooled car than for either the ventilated or refrigerated shipment," for the reason "that an additional tier of boxes can be placed in the cars which are precooled and preiced by the shippers. They increase the weight of the freight by exactly one-sixth;" and the Commission finds that "this adds in the case of the Santa Fe route $53, and in case of the Southern Pacific route, those cars being somewhat larger, $55 to the freight received per car" (I, 25; 20 I. C. C. R., 106, 121).

But in determining the reasonableness of the rate applied on lemons from southern California to the eastern markets, and as a justification for reducing that rate from $1.15 (the rate which applied on oranges, a similar commodity, handled under precisely the same conditions and circumstances) to $1.00, the Commission stated:

> "There can be little doubt that from a purely transportation standpoint, having reference mainly to the cost of the service, a $1 rate with a minimum of 34,000 pounds is better business than a minimum of 26,200 pounds at a rate of $1.15" (22 I. C. C. R., 149, 154).

It therefore appears that under the express findings of the Commission the alleged decreased cost in handling lemons, as compared with oranges, renders it possible to establish a lower transportation

rate on lemons than upon oranges, and that such transportation considerations properly inhere and are reflected in the transportation rail charge and not in the refrigeration charge. This necessarily must be so because. under the provisions of the statute as now amended, the carriers are obliged to make a separate and distinct charge for each particular service rendered, and must state their refrigeration charges separately from their, strictly speaking, transportation or haulage charge.

I.C.C. v. Stickney 215 U.S. 98.

This court, in the case of *Southern Railway Co.* v. *St. Louis Hay & Grain Co., supra,* held that carriers are entitled to a reasonable profit *for each particular service rendered.* This is an affirmance of the principle originally announced by the Supreme Court in the case of *Cotting* v. *Kansas City Stock Yards,* 183 U. S., 79, 93, 94.

The Commission also undertook to bolster up their opinion and order by finding that the carriers are unable to offer a substitute for precooling which is fairly its equivalent in cost and efficiency, and that until such time "it is the right of the shipper to avail himself of this privilege." But an answer to this erroneous assignment has been given hereinbefore, where it is shown conclusively that the carriers are fully equipped to discharge this service equally as well as and even to better advantage than the shippers; and if the method of computation used by the Commission is followed, and the number of tons of ice placed in the car as found by the Commission are multiplied by the cost of ice per ton which the Commission found the carriers were ob-

liged to pay and which they held to be reasonable, it will be found that the $30 charge heretofore imposed by the carriers is less than reasonable for the services performed.

The order of the Commission gives these shippers with cold storage plants an advantage over others by the difference between $7.50 and $30, or $22.50 on every car.

But just what should the Commission have done in this case, assuming for the moment that it had any authority in law to take away from the carriers and impose upon the shippers a part of the work of refrigerating? The Commission's authority is found in this language of Section 15 of the law:

> "If the owner of property transported under this Act directly or indirectly renders any service connected with such transportation, or furnishes any instrumentality used therein, the charge and *allowance* therefor *shall be no more* than is just and reasonable, and the Commission may, after hearing on a complaint or on its own initiative, determine what is a reasonable charge as the maximum to be *paid by the carrier*," etc.

That language was framed to prevent a more or less common practice among carriers of favoring some particular shippers by making *unreasonable allowances* for transportation services performed or pretended to have been performed by certain shippers. The Commission was empowered to stop such discriminations by fixing a maximum beyond which the carrier could not go when it allowed the shipper to perform any part of the carriers' duty to furnish

transportation, such as repairing cars to make them fit, or performing switching service, or elevating grain, or supplying refrigerator cars or tank cars, or as in the case before us, furnishing ice. It was the intention of Congress that the Commission should see to it that shippers doing any part of the carriers' work of providing transportation should not thereby secure any advantage over their competitors, should get only such reasonable allowance as would make them "break even" with others shipping against them and competing in the same markets, just as the shippers here admitted that the carriers' rate of $30 where they precool and preice makes them "break even" with their competitors who are paying the carriers the standard rates for refrigeration approved by the Commission. That being the intent of the law, the language quoted being at once a guide for and mandate to the Commission, what should it have done in the instant case? In other words, what work of providing transportation is taken by the shippers out of the carriers' hands? The shippers have already simply put 12,600 pounds, or 6.3 tons of ice in the bunkers of the cars which the carriers would otherwise be obliged to furnish. As they claim that the ice costs them $2.50 a ton, that means that they have saved the carrier $15.75 in the providing of ice. But as the government pomologist found that the best refrigeration is obtained by precooling and preicing and afterwards reicing where necessary in transit, and as the experience of the carriers makes them furnish such refrigeration as the best, the precooling done by the shippers is probably an item to their

credit, for Prof. Powell found that it saves 2.6 tons of ice. That saving at $2.50 a ton would be $6.50, or a total saving by the shipper to the carriers of $22.25 in ice costs. Now, that is all that the shippers did under the most liberal interpretation of Section 15, as above quoted, and under that language all that the Commission could do about it would be to prevent the carriers from charging, for example, their standard refrigeration rate of $62.50 to Chicago and to compel them to reduce it by allowing therefrom to these shippers $22.25 as a *reasonable "allowance."* That would leave $40.25 as the only charge that the Commission could prescribe under its statutory power to be made by the carrier in this case, but that amount is $10.25 more than the published rate of $30 which the carriers had made to the shippers when they precooled the fruit and pre-iced the car.

In no other way was the relation of these shippers to the carriers made different from that of the shippers paying the standard refrigeration rates, for the carriers still remained insurers of the fruit, were still required by law to inspect and reice it where necessary and, of course, on that account to maintain for it their icing stations, their stock of ice, and their army of inspectors and other employes.

We have this remarkable concurrence of facts:

1. The experienced judgment of the carriers that published the rate of $30 that it would be the fair one in all circumstances.

2. The admission of the shippers that the $30

rate of the carriers permitted them to "break even" at Chicago with their competitors paying the standard refrigeration charge, but that it gave them a little advantage east of Chicago and to New York.

3. The computation last made under the plain command and clearly defined limitations of Section 15, showing that where the shippers precool and preice the carriers should receive $40.25, which means that their rate of $30 was a little too low, a fact conceded by Mr. Edwards, who said that he broke even at Chicago but that he got a little the best of it east thereof.

We have shown that the computations and calculations of the Commission contain within themselves a complete refutation; that they are based upon no ground of reasonableness that the Commission has stated or that we have been able to ascertain; and that they are in direct conflict with the rule of ascertainment prescribed by Section 15 of the law.

Conclusion.

The court erred in denying the injunctive relief prayed for by the carriers for the reason that the order of the Commission should be set aside because:

The order requires the carriers to desist from performing a part of their statutory duty and permits the shippers, against the will of the carriers, to perform a part of the refrigeration or transportation service which devolves upon the carriers under the law.

The charge prescribed by the Commission for services to be rendered under its order is clearly non-

compensatory according to the Commission's own method of calculation, which charge, under the Commission's express findings and conclusions, will require the carriers to perform these services not only without profit but at an actual out-of-pocket loss; and therefore, deprives the carrier of its property without due process of law, in violation of the Fifth Amendment; and because, by accepting the express findings of the Commission, its conclusions and orders have been demonstrated to be arbitrary, unjust and unlawful.

It is therefore respectfully submitted that the order of the Interstate Commerce Commission challenged in this case was "beyond the power which it could constitutionally exercise; beyond its statutory power, based upon mistake of law," that the rate prescribed by the Commission is unreasonably low, in violation of the statute, and is "confiscatory and in violation of the constitutional prohibition against the taking of property without due process of law;" that the Commission "acted so arbitrarily and unjustly as to fix the rates contrary to the evidence and without evidence to support it;" and that, therefore, the order is in all respects invalid, unlawful, and should properly have been set aside by the Commerce Court, and that the decree entered by that court should be reversed.

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Supreme Court, U. S.
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IN THE

Supreme Court of the United States

OCTOBER TERM, A. D. 1913.

No. 590

THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY, SOUTHERN PACIFIC COMPANY AND SAN PEDRO, LOS ANGELES & SALT LAKE RAILROAD COMPANY,

Appellants,

vs.

THE UNITED STATES OF AMERICA, THE INTERSTATE COMMERCE COMMISSION AND ARLINGTON HEIGHTS FRUIT COMPANY ET AL.,

Appellees.

BRIEF ON BEHALF OF ARLINGTON HEIGHTS FRUIT COMPANY ET AL., APPELLEES.

WILLIAM E. LAMB,
GEORGE E. FARRAND,
RUSH C. BUTLER and
STEPHEN A. FOSTER,
Solicitors for Appellees, Arlington Heights Fruit Company et al.

GUTHRIDGE-WARREN PRINTING COMPANY, CHICAGO.

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IN THE

Supreme Court of the United States

OCTOBER TERM, A. D. 1913.

No. 590

THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY, SOUTHERN PACIFIC COMPANY AND SAN PEDRO, LOS ANGELES & SALT LAKE RAILROAD COMPANY,

Appellants,

vs.

THE UNITED STATES OF AMERICA, THE INTERSTATE COMMERCE COMMISSION AND ARLINGTON HEIGHTS FRUIT COMPANY ET AL.,

Appellees.

STATEMENT.

(NOTE: The Roman numerals in parenthesis refer to the volume of the record, and the Arabic numerals to the page thereof.)

The appellants as petitioners in the United States Commerce Court appeal from a decree of that court entered April 1, 1913 (I-141) dismissing a petition which sought to annul and set aside an order of the Interstate Commerce Commission entered January 14, 1911, in case No. 3000 entitled "*Arlington*

Heights Fruit Exchange et al. v. *Southern Pacific Company et al.*" (I-28, 37, 38); and an order entered by said Commission April 8, 1912, in a proceeding entitled "*In the Matter of the Investigation and Suspension of Certain Regulations and Practices with Regard to Pre-Cooling and Pre-Icing,* I. & S. Dockets, Nos. 50, 50C, and 50F." (I-51, 52.)

In case No. 3000 above referred to, in which the order of January 14, 1911, is assailed, the Commission was of the opinion that the charge of appellants herein of $30 per car exacted from shippers of oranges when the shippers pre-cooled and pre-iced their cars of oranges prior to delivery to appellants for transportation was unjust and unreasonable to the extent that it exceeded $7.50 per car, provided the shipments so pre-cooled and pre-iced by the shippers prior to the delivery to the carriers for transportation be loaded seven tiers wide and two tiers high which increased the minimum weight applicable under the $30 rate approximately one-sixth. In other words, the carriers exacted from the shippers $30 per car in all instances where the shippers pre-cooled their shipments of oranges in their cooling plants and filled the bunkers of the cars with their own ice to keep the pre-cooled fruit at a proper temperature for shipment to destination, and the Commission found in its decision that $30 was an unreasonable charge for the enjoyment of that right by the shippers to the extent that it exceeded a charge of $7.50 per car conditioned on the fact that the shippers in tendering their load in such form would increase the former minimum weight from 27,200 pounds to approximately 33,000 pounds, and

as a prerequisite to the establishment of said rate gave the carriers authority to establish the higher minimum.

The legality of the order entered January 14, 1911, was assailed by appellants in the Commerce Court and a temporary injunction was asked. The court below denied appellants' application for an injunction and thereupon the carriers complied with said order. In denying the application for the injunction the Commerc Court stated (I, 66):

> "Construing the order of the Commission in this case as fixing the maximum charge of the carrier when the pre-icing is done by the shipper and not as requiring the carrier to permit of pre-icing by the shipper, we are constrained to deny the motion for a temporary injunction and an order to that effect will be therefore entered."

Thereupon the appellants undertook to cancel the tariffs under which it was claimed by them the right of the shippers to pre-cool and pre-ice shipments of oranges was granted under the $30 rate. It was claimed by the carrier that the effect of the cancellation of said tariffs would require the shippers to use the carriers' so-called standard refrigeration and require the payment of the rates applicable to such refrigeration which were greatly in excess of the rate established by the Commission in its said order of January 14, 1911. If, as the appellants contended, the right of the shippers to pre-ice and pre-cool their shipments rested upon those tariffs and those tariffs alone, the cancellation of such tariffs would have resulted in an express violation of the order of the Commission.

Before the cancellation of the tariffs in question became effective the Arlington Heights Fruit Company *et al.*, appellees herein, who were the original complainants in case No. 3000 hereinbefore referred to, filed an application with the Commission asking it to enter upon a hearing concerning the propriety of such new tariffs of the carriers filed for the purpose of effecting the cancellation aforesaid, and which would have increased the rates in the tariffs so cancelled, and which, so far as the tariff publication was concerned, would have required the shippers to pay standard refrigeration rates; and pending such hearing the interveners asked the Commission to suspend the operation of the tariffs of the carriers. The Commission entered orders of investigation as to each of the tariffs proposed to be cancelled and pending the hearing of such investigations suspended the operation of said tariffs and they were docketed under the title *"In the Matter of the Investigation and Suspension of Certain Regulations and Practices with Regard to Pre-Cooling and Pre-Icing,"* and shown as Nos. 50, 50C and 50F on the Investigation and Suspension Docket of the Commission.

The record, however, upon which the Commission entered its order of January 14, 1911, was made in case No. 3000, hereinbefore referred to, and by agreement between appellants herein and the Arlington Heights Fruit Company *et al.*, who were complainants in case No. 3000 and appellees herein, the proceedings covered by I. S. Dockets No. 50, 50C and 50F were submitted to the Commission for hearing and determination upon the record made in

case No. 3000 the parties, however, reserving the right to file additional briefs which was done; and the Commission heard and determined the questions involved in the proceedings covered by I. & S. Dockets No. 50, 50C and 50F on the record as aforesaid made in case No. 3000 and its report and order therein were based upon said record. (I, 48.)

After the order of April 8, 1912, was entered by the Commission, the appellants herein filed their amended and supplemental petition in the Commerce Court in which they assailed the legality of the order of January 14, 1911, and the order of April 8, 1912, and after hearing and submission of the issues raised by said supplemental petition, the Commerce Court entered the decree dismissing the same from which the appellants appeal to this court. (I, 141.)

Exhibit A attached to and made a part of the amended and supplemental petition and found on pages 11 to 27, inclusive, Vol. I of the record, is a copy of the report of the Commission entered in case No. 3000. Exhibit B attached to and made a part of said amended and supplemental petition and found on pages 28 to 38, inclusive, Vol. I of the record, is a copy of the order of the Commission entered on January 13, 1911. Exhibit L attached to and made a part of the amended and supplemental petition and found on pages 47 to 51, inclusive, Vol. I of the record, is a copy of the Commission's report filed in the proceeding entitled *"In the Matter of the Investigation and Suspension of Certain Regulations and Practices with regard to Pre-Cooling*

and Pre-Icing," I. & S. Dockets No. 50, 50C and 50F. And Exhibit M attached to and made a part of the amended and supplemental petition and found on pages 51 and 52, Vol. I of the record, is a copy of the order by the Commission in said proceedings. The opinion of the Commerce Court is set forth on pages 134 to 141, inclusive, Vol. I of the record and will also be found in 204 Fed. Rep., 647.

The report and opinion of the Commission in which the order of January 14, 1911, was entered will also be found in 20 I. C. C. Rep., 106, and the report and opinion in which the order of April 8, 1912, was entered may be found in 23 I. C. C. Rep., 267.

Proceedings Before the Commission.

In November, 1909, the Arlington Height Fruit Company *et al.* appellees herein, filed with the Interstate Commerce Commission a complaint against the appellants herein and numerous other rail carriers, assailing as unjust and unreasonable the rates on oranges and lemons from producing points in Southern California to points east of the Rocky Mountains and in other states.

The branch of the complaint relating to the lemon rate was finally disposed of by this court on November 3, 1913, in case No. 539, *The Atchison, Topeka & Santa Fe Railway Company et al., Appellants,* v. *The United States et al., Appellees,* in which the decree of the Commerce Court dismissing the petition of the appellants herein was affirmed.

The complaint also alleged that the refrigeration

rates of appellants herein, ranging from $60 to $77.50 per carload, were unjust and unreasonable. That branch of the case is not involved in this appeal.

The complaint also alleged that appellants' arbitrary charge of $30 per car exacted by appellants in addition to the regular transportation charge where such shipments were pre-cooled and pre-iced by the shippers prior to delivery to the carriers for transportation, was likewise unjust and unreasonable and in violation of the Act to Regulate Commerce.

It appeared from that complaint, as well as from the testimony offered, that the orange growers of California had discovered a method of pre-cooling their fruit and pre-icing the cars prior to the delivery of the same to the carrier for transportation, which enabled them to ship such fruit to destination without additional icing in transit and that under such method such shipments reached destination in fully as good, if not in better, condition than when shipments of the same character moved to destination under the carriers' standard refrigeration.

Under the shippers' pre-cooling method the oranges are brought from the tree to the packing house and packed in a box which is immediately deposited in a cold room. The process of extracting the heat from the orange immediately begins and gradually continues until at the end of from 24 to 48 hours all parts of the fruit in all parts of the box have been reduced to a uniform temperature of from 33 degrees to 35 degrees Fahrenheit. The box remains in the cold room at this temperature until it is to be loaded. The car is then connected with the room by a collapsible passageway and the

oranges are taken directly from the cold storage to the car where they are placed not with air spaces between, as in the case of ordinary refrigeration or ventilation, but close together. The bunkers of the car are then filled with large blocks of ice especially intended for that purpose and the bunkers and vents are then sealed up so as to make the car as nearly airtight as possible. All this is done by the packer at the packing house and the car is then delivered to the railroad company with instructions to transport to destination without re-icing and without breaking the seals. The cost to the shipper of pre-cooling and pre-icing the shipments in this manner, including interest on the investment and depreciation of the plant, is from $30 to $35 per car—$32.50 being a fair average. The loading of the cars under this pre-cooling method by placing the boxes close together and without air spaces between increases the revenue load one-sixth over what can be loaded under standard refrigeration where air spaces must be left between all the boxes.

After the shippers had discovered this method and found that by the use of the same they could dispense with standard refrigeration the carriers, without doing more than furnishing the refrigerator car, said to the shippers that they would charge them $30 per car for the enjoyment of their right in performing the services mentioned. The arbitrary charge of $30 added to the amount that it cost the shipper to do the work would approximately equal the carriers' charge for standard refrigeration.

No claim is made that the Commission did not follow all the steps pointed out by the statute; it is

conceded that there was a full hearing on the complaint and the respective parties offered their proofs in regard to their respective claims.

The Commission did not in its first decision, nor did it in its second decision decide the question of the shippers' right to pre-cool and pre-ice under all circumstances; but only that the shipper had a right to pre-ice and pre-cool said shipments based upon the facts shown of record in these proceedings.

It is stated in Exhibit L attached to the amended and supplemental petition (p. 51, Vol. I of the record):

> "The complainants urge that they have the legal right to pre-cool and that this right cannot be denied them by this Commission. Without expressing any opinion upon that proposition, we are clear that until the carriers offer a substitute for pre-cooling which is fairly its equivalent in cost and efficiency, it is the right of the shipper to avail himself of this privilege."

It was found by the Commission in both proceedings referred to that the carriers have not offered the same or the equivalent service performed by the shippers and that they could not perform said service as efficiently as the shippers; and further that the service tendered by the carriers as an equivalent was one for which the shippers were charged from $30 to $35 per car more than it cost the shippers themselves to perform it and that the efficiency of said service the carriers were unwilling to guarantee.

Facts as Found by the Commission.

The Commisison specially found as a fact that pre-cooling, which also includes pre-icing, by the shipper was essentially different from the standard refrigeration furnished by the carriers. The Commission stated in its report, "Exhibit A":

> In pre-cooling by the shipper, the basic idea is to bring the fruit under the influence of a low temperature at the earliest possible moment. The oranges are brought from the *tree* to the *packing house* and packed in a box, which is *immediately* deposited in a *cold* room. Here the process of extracting the heat from the orange at once begins and gradually continues until at the end of from 24 to 48 hours all parts of the fruit in all parts of the box have been reduced to a uniform temperature of from 33 to 35 degrees Fahrenheit. (I, 17.)
>
> The box remains in this cold room at this temperature until it is to be loaded. The car is then connected with the room by collapsible passageway and the oranges are taken directly from the cold storage to the car, where they are placed, not with air spaces between, as in case of ordinary refrigeration or ventilation, but close together. The bunkers of the car are filled with large blocks of ice especially intended for that purpose, and the bunkers and vents are now sealed up so as to make the car as nearly airtight as possible. All this is done by the packer at the packing house and the car is now delivered to the railroad with instructions to transport to destination without re-icing and without breaking the seals.
>
> The cost of pre-cooling and pre-icing a car in this manner, including interest on the investment and depreciation, is from $30 to $35, a fair average being perhaps $32.50. (I, 17.)

The Commission further stated in its report that the carriers denied the practicability of shipping oranges pre-cooled and pre-iced in the manner above set forth, from Southern California to Eastern markets during the hot months, without further icing in transit; that the experiments of Professor Powell had indicated that it was practicable to make shipments in this manner and the testimony upon the first hearing showed that during the seasons of 1908-9 numerous shipments had been actually made by this method with perfect success.

It appeared, however, that the cars so shipped had frequently been opened and re-iced in transit against the instructions of the shippers. (I, 17.)

The Commission, however, to determine the practicability of the shippers' method and system, required a record to be kept during the season of 1909-10, showing in case of pre-cooled shipments, point of origin, date of shipment, destination, date of arrival, amount of ice in bunkers at time of arrival, temperature of car at arrival and condition of fruit. These records were kept and the report made up at destination, being usually certified to by a representative of the interveners and also of the refrigeration company or the railway. (I, 17-18.)

The Commission's report shows that 124 cars of pre-cooled and pre-iced fruit were shipped from East Highlands, all of which reached destination in good order; that 207 were shipped from Pomona, of which seven showed more than 3 per cent. decay; that shipments from East Highlands were mostly completed in the month of June, but those from Pomona ex-

tended through the month of July. In regard to these shipments the Commission said:

> It fairly appears that during all these months these pre-cooled and pre-iced shipments carried as well as contemporaneous shipments moving under standard refrigeration. (I, 18.)

The Commission further found:

> The method of pre-cooling practiced by the carriers is entirely different from that already described. No attempt is made to cool the fruit until after it has been placed in the car, but the cars themselves, loaded exactly as they would be for transportation under ventilation or under standard refrigeration are taken to the pre-cooling station, which in the case of the Santa Fe is at San Bernardino, and in the case of the Southern Pacific at Colton. (I, 19.)
>
> The pre-cooling itself is accomplished by forcing a blast of cold air through the car which contains the fruit. At the beginning of the process the air entering the car is considerably below freezing, but as the fruit becomes cooler, the temperature of the current is raised. An entire trainload can be pre-cooled at once, the time occupied being from two to four hours, according to the temperature and intensity of the blast. (I, 19.)

The Commission further found:

> It will be remembered that as oranges are loaded for shipment under ventilation or standard refrigeration, the boxes are separated in the cars so as to permit the free circulation of air. Under the system of the shippers the boxes of cold fruit are placed close together in the car, and it was said that this was necessary since the solid mass of cold fruit was relied upon to maintain an even temperature in the car. By this method an additional tier of boxes can be loaded, thereby increasing the paying load of the car one-sixth. (I, 19.)

The defendants insist that it was possible under their method to pre-cool a solid carload of fruit and gave evidence showing that this had been done, but it seems reasonable that where a circulation of air is relied upon for pre-cooling, the fruit must be so arranged that the cold air can come readily into contact with the fruit. (I, 19.)

Under the system of the defendant these oranges are without refrigeration from the time they are packed until they reach the pre-cooling station in the car, while under the system of the packers, they are in cold storage and can be held without danger. (I, 20.)

The Commission further found:

The complainants believe that the system of pre-cooling as practiced by the defendants is not equivalent to their own and they have declined to take the hazard of that method. The defendants themselves express the opinion that oranges will not carry to destination without re-icing, either under their own system or that of the complainants and they have declined to assume the responsibility of that form of refrigeration as offered by them. (I, 20.)

The Commission further found:

Upon this record therefore, it must be found that pre-cooling at the packinghouse is a practical method which the complainants are anxious to use and for the efficiency of which they are willing to stand responsible, while the method advocated by the carriers is of doubtful practicability and one which the complainants do not dare to use and which the defendants are unwilling to guarantee. (I, 20.)

The carriers insisted that to allow the shippers to pre-cool their shipments would do away with the necessity of refrigeration and render useless the facilities which they had provided for rendering such

service. In regard to this contention, the Commission said:

> It does not seem necessary in this case upon the present record to express an opinion upon that question for the reason that before the carrier can rely upon this argument, it must be in shape to render an equivalent service for a substantially equivalent price. If these defendants were in a position to offer these shippers a service which in efficiency and in expense was practically the same as that offered by pre-cooling a different question would be presented, which is not here decided. (I, 23.)

The Commission further found:

> It should be carefully observed that pre-cooling as practiced by the shippers cannot be rendered by the carrier. The nature of the thing done is such that it can only be done by the shipper. A single part of the service, the furnishing of the ice for the bunkers of the car, may be rendered by the carrier at an additional expense and with inferior result. Taken as a whole the service of pre-cooling as these shippers desire to use it can only be performed by the shipper himself. Nor do the carriers offer any substitute for it. Cars can be precooled and pre-iced at the plants of the defendants, but the defendants themselves frankly state that they cannot safely carry to destination without re-icing. We do not feel that these shippers are obliged to submit their fruit to the hazard of the method of pre-cooling and pre-icing which these defendants themselves decline to guarantee. (I, 23.)

When pre-cooling was first tried no additional charge was made by the carriers. After the erection of the pre-cooling plants at East Highlands and Pomona a charge of $30 per car was established; that is, if the shipper pre-cooled and pre-iced his car and

the carrier then transported the car to its destination without re-icing in transit, the shipper was required to pay $30. (I, 20.)

On all carload shipments of citrus fruit pre-cooled and pre-iced or pre-iced by the shipper, offered for shipment with instructions "do not re-ice enroute," the charge of $30 per car was made; but the shipper was required to sign the following release which was in all cases shown on the shipping ticket and bill of lading:

> "The giving and acceptance of these special instructions from the shipper releases the initial carrier and its connections from all liability for damage caused by non-icing in transit or at destination." (I, 3.)

During the same time, or at least during the greater part of the time that the $30 charge prevailed, the petitioners herein provided a charge of $55 per car on all carload shipments of citrus fruits pre-cooled and pre-iced by them where the shipments moved to destination without re-icing in transit. (I, 863.) And under the tariffs of petitioners providing for the $55 charge on all cars so handled, the shipper was required to sign the following release:

> "The giving and acceptance of these special instructions from the shipper releases the initial carrier and its connections from all liability for damage caused by non-icing in transit or at destination."

The Commission in its report referred to as "Exhibit L," (I, 49-50) set forth the same differences between the method of pre-cooling and pre-icing as performed by the shipper and as performed by the ap-

pellants herein and it is not necessary to repeat those differences.

The Commission further found:

> "That the fruit growers having devised and perfected a system of shipment should not be compelled to pay for the privilege of using it more than the fair cost to the carrier of providing additional facilities which are not included in the ventilated rate with a fair profit."

The Commission further found:

> "The growers of California do not desire to refrigerate their shipments of oranges; they prefer that this should be done by the carriers, but they do insist that the carriers shall not charge for that service more than it can be performed for by the methods which they have devised. In this we sustain them. If the carrier does not see fit to furnish standard refrigeration at less than the present rate, and if it cannot furnish pre-cooling of the kind supplied by the shipper, then we think the shipper should be allowed to pre-cool and pre-ice for himself. No reason is obvious why there should be laid upon this traffic an annual burden substantially sufficient in amount to reproduce each year the facilities which these defendants say would be destroyed if permission to pre-cool is granted. (I, 27.)

The Commission also found that pre-cooling and pre-icing as practiced by the shipper was a matter of preparation and not transportation. (I, 50-51.)

Evidence Before the Commission In Support of Said Findings.

The testimony of these interveners before the Commission with reference to the method and system of pre-cooling and pre-icing used by them, as

well as the manner of loading cars under standard refrigeration and the method of pre-cooling and pre-icing as adopted by the carriers is shown by the testimony of the following witnesses testifying in behalf of these interveners before the Commission:

B. A. Woodford (II, 78 to 87, inclusive); Edwards (II, 178 to 197 inclusive, II, 288 to 294 inclusive, and II, 812 to 829 inclusive); Dreher (II, 198 to 202 inclusive, and I, 820 to 824 inclusive); Dezell (II, 789 to 812 inclusive); Price (II, 824 to 826 inclusive); Rea (II, 827); Thompson (II, 864); Story (II, 865 to 872 inclusive).

The pre-cooling and pre-icing method of the carriers is also shown by the testimony of the following witnesses in behalf of the carriers: McGinnis (I, 316 to 356 inclusive); Gay (II, 356 to 368 inclusive and 852 to 857 inclusive); Sullivan (II, 502 to 511 inclusive); Secrist (II, 829 to 859 inclusive); Mortenson (II, 434 to 502 inclusive); Leeds (II, 212 to 229 inclusive, 236 to 238 inclusive, 857 to 864 inclusive).

Appellants' Specification of Errors.

The appellants contend that the Commerce Court erred in the following particulars:

1. In deciding that the Commission can lawfully require the carriers against their will to permit the shippers to perform any part of the transportation service called refrigeration.

2. In holding that it had no power or jurisdiction to review the decision and order of the Commission,

because it was supposed to involve an administrative ruling.

3. In deciding that the order of the Commission reducing from $30 to $7.50 the refrigeration rate of the carriers where shippers pre-iced their railway car was not unreasonable or unlawful or arbitrary; and in deciding that said order was supported by and not contrary to the evidence or findings of the Commission.

4. In entering a decree dismissing the amended and supplemental petition filed by the plaintiffs below in the Commerce Court.

CONTENTIONS OF APPELLANTS IN COMMERCE COURT.

The contentions of the appellants in the court below were substantially as follows:

First: That the Commission was without power to make the orders of January 14, 1911, and of April 8, 1912.

Second: That if the Commission had the power to make said orders they were made without substantial evidence in the record to support them.

Third: That the rate of $7.50 fixed by the Commission was below the cost of service to the carrier.

The third proposition is in fact included in the second.

The propositions last above stated involve the following questions:

1. Are the services performed by the shippers in

pre-cooling and pre-icing their shipments of oranges prior to delivery of the same to the carriers for transportation, transportation services or services of preparation or packing?

2. If such services are in fact transportation services, does the carrier under the law have the exclusive right to perform such services even though the shippers do not want and do not request the carriers to perform the same?

3. If the services performed by the shippers are in fact transportation services and would make unnecessary the refrigeration and icing of the shipments by the carriers can the carriers insist upon performing the services by a method of their own that is more expensive to the shippers or by a method of their own similar to the method of the shippers, but which the carriers are unwilling to guarantee?

POINTS AND AUTHORITIES RELIED UPON BY APPELLEES, ARLINGTON HEIGHTS FRUIT COMPANY ET AL.

I.

THE COMMISSION HAD POWER TO MAKE THE ORDERS OF JANUARY 14, 1911, AND APRIL 8, 1912.

(a) *The services performed by the shippers in pre-cooling and pre-icing their shipments prior to delivery thereof to the carriers for transportation were services of preparation, and not transportation.*

Section I, Act to Regulate Commerce, as amended.

(b) *Section 1 of the Act to Regulate Commerce declares the term "transportation" shall include* * * * and all services in connection with the * * * refrigeration or icing * * * and handling of the property transported * * *; *and the refrigeration or icing that the carriers are required to furnish upon reasonable request becomes transportation only in connection with the property transported by the carrier. There is no duty upon the carrier to furnish refrigeration or icing for property not delivered to it for transportation.*

(c) *If such services are in fact transportation services the carrier cannot compel the shipper to permit the performance thereof by the carrier unless the shipper makes reasonable request therefor.*

(d) *Even though the statute casts the duty upon the carrier to furnish icing and refrigeration upon reasonable request therefor, such duty does not give to the carrier the monopoly of furnishing ice for every shipment requiring ice that may be tendered to it by the shipper.*

II.

THAT THE ORDERS OF THE COMMISSION WERE FULLY SUPPORTED BY SUBSTANTIAL EVIDENCE.

(a) *That findings of fact by the Commission when supported by evidence in the record are conclusive as to the reasonableness of the rates, rules or regulations involved in such findings.*

L. & N. R. R. Co. v. *Interstate Com. Com. et al.*, 227 U. S., 88.

Interstate Com. Com. v. *D. L. & W. R. R. Co.*, 220 U. S., 235.

Interstate Com. Com. v. *Union Pacific R. R. Co.*, 222 U. S., 547.

So. Pacific Co. v. *Interstate Com. Com.*, 219 U. S., 433.

Interstate Com. Com. v. *I. C. R. R. Co.*, 215 U. S., 470.

I. C. R. R. Co v. *Interstate Com. Com.*, 206 U. S., 441-464.

(b) *That an order of the Interstate Commerce Commission made within the limit of its powers and supported by substantial evidence cannot be reviewed by the courts.*

See cases cited under point II (a) above.

ARGUMENT.

I.

THE COMMISSION HAD POWER TO MAKE THE ORDERS OF JANUARY 14, 1911, AND APRIL 8, 1912.

(a) *The service performed by the shippers in pre-cooling and pre-icing their shipments prior to delivery thereof to the carriers for transportation were services of preparation, and not transportation.*

The petitioners claim that the Commission was without power to permit the shippers to pre-cool and pre-ice their shipments of oranges.

It rests on the claim that it is the legal duty of the carrier to furnish refrigeration and it may deny to the shippers permission to provide any part of that duty or service.

The proposition as stated does not really cover the question presented to the Commission. If the statement is to cover refrigeration requested by the shipper after the goods are delivered to the carrier for transportation, the language quoted may be said to state the law with approximate exactness. The trouble is, however, the Commission did not determine that the shippers had a right to furnish refrigeration for their fruit after the same had been delivered to the carriers for transportation.

The Commission found that the shippers in pre-cooling and pre-icing were preparing their shipments for transportation and that the services so performed

by them preceded the delivery of the shipments to the carriers for transportation. As the Commission definitely stated, these acts were acts of preparation and not of transportation. And it will not do for the carriers to say that pre-cooling is a preparatory service and that pre-icing is a transportation service, or that the Commission has confused the meaning of the terms "pre-cooling" and "pre-icing." The system of pre-cooling adopted by the shippers makes it essential that they have the right to pre-ice the cars; otherwise the pre-cooling done by them would be of no service whatsoever. That the Commission in dealing with the question treated the words as synonymous, or that pre-icing was included in the shippers' system of pre-cooling is fully borne out by what was said by the parties at the different hearings. On page 249, Vol. II, of the record, Commissioner Prouty asked this question of the witness Leeds:

> "You said you were not in favor of the pre-cooling charge of $30. What are you in favor of? Are you in favor of allowing the shipper to pre-cool his fruit?
>
> Mr. Leeds: By all means, yes, as much as he wants to.
>
> Commissioner Prouty: He pre-cools his fruit and puts it into a car; do you think then it ought to be the duty of the railroad company to fill up those bunkers and seal them?
>
> Mr. Leeds: We should do the refrigeration. I do not want to divide responsibility with a party at a point or at a line where I cannot locate him.
>
> Commissioner Prouty: But the refrigeration in case of the pre-cooling system, is the pre-cooling; that is all there is to it, after the stuff is pre-cooled."

Again on page 325, Vol. II, of record, Commissioner Prouty stated:

> "I do not quite see myself how you are going to separate pre-cooling from the icing. If these gentlemen see fit to pre-cool their cars, if they can afford to do it, it is only because it goes for a less sum.
>
> Mr. Norton: They are pre-cooling the fruit and not the cars. They do not undertake to pre-cool the cars.
>
> Commissioner Prouty: I know they don't, but they pre-cool the fruit and when they get it in there and get it ready to shut up the car is cool. The whole thing goes together, the pre-cooling and pre-icing are a part of the same thing and it hardly seems to me you can separate the pre-cooling from the pre-icing."

It is manifest from the record that while the carriers sought in the hearing to show a distinction between pre-cooling and pre-icing under the system adopted by the shippers, that the Commission did not consider that a distinction existed, and in fact regarded pre-cooling as including pre-icing of the cars.

(b) *Section 1 of the Act to Regulate Commerce declares the term "transportation" shall include* * * * and all services in connection with the * * * refrigeration or icing * * * and handling of the property transported * * *; *and the refrigeration or icing that the carriers are required to furnish upon reasonable request becomes transportation only in connection with the property transported by the carrier. There is no duty upon the carrier to furnish refrigeration or icing for property not delivered to it for transportation.*

Section 1 of the Act to Regulate Commerce defines

refrigeration or icing "of property transported" as "transportation." The icing or refrigeration independent of the transportation of property is not transportation. Any service performed by the shipper prior to the delivery of the property for transportation will not constitute transportation, even though the same act if done by the carrier after delivery of the property for transportation would be included within the statutory definition of "transportation."

A grain dealer at a given point purchases grain from the farmer and puts it in his elevator. He may then elevate it to the storage bins at the top of the elevator, or he may put it in the lower bins. When he is ready to ship the same he orders a car from the railroad and if the grain is in the upper bins, the car is loaded therefrom under the natural laws of gravity. If the grain is in the lower bins it may be elevated to the car. In each of the instances assumed elevation has been performed, but each time prior to the delivery of the property for transportation. We do not believe counsel for petitioners would claim that carriers have the right to prevent the performance by a shipper of the elevation service hereinbefore described. It is only when the elevation is performed by the carrier after transportation has begun that the carriers can be required to perform it. That the provision of Section 1 hereinbefore referred to should be so construed is apparent from the further provision of that section which requires the carriers to furnish *"such transportation upon reasonable request therefor."*

It follows from the wording of the statute that

the carriers cannot force a shipper to accept a given transportation service, unless the shipper wants it. And prior to the Hepburn Act a shipper could not have forced a carrier to furnish ice or to furnish refrigeration *as such*. It had been the custom of carriers to turn the refrigerating service over to private car-lines and for a long period of years prior to the adoption of the Hepburn Bill those private car-lines preyed upon the perishable traffic of the country without let or hindrance, exacting from the shippers thereof such sums as an avaricious car-line manager might think necessary for the payment of swollen dividends. The charges in many instance were so exorbitant that they sometimes equalled or exceeded the value of the property shipped, and in the enforcement thereof these car-lines engaged in a sort of legalized robbery, which the carriers, generally speaking, did not undertake to prevent. And Congress for these reasons provided in the Hepburn Bill that it should be the duty of the carriers themselves to furnish these services connected with transportation whenever reasonable request should be made therefor.

(c) *If such services are in fact transportation services the carrier cannot compel the shipper to permit the performance thereof by the carrier unless the shipper makes reasonable request therefor.*

It was not the intention of Congress that the carriers should force these services upon the shippers; but only that the carriers could be required to furnish such services when the shipper made request.

At common law if a carrier held itself out to trans-

port perishable products and upon tender accepted a shipment of a perishable product, it was its duty to transport the same safely to destination and to deliver to the consignee in good condition, saving of course injuries resulting from an act of God or the public enemy, and those exceptions would not relieve the carrier if they could have been guarded against by the exercise of reasonable care.

Prior to the present provision of the Act to Regulate Commerce defining refrigeration and icing of property transported as transportation, and obligating the carrier to furnish the same upon reasonable request, the shipper could not have compelled the carrier to furnish ice for the transportation of a perishable product. The carrier could have accepted the shipment at its own risk and if it reached destination in good condition, the carrier would have fully met its common law obligation. If the shipper demanded ice and the carrier refused to furnish it and assumed the risk of the transportation and the shipment reached destination in bad condition owing to the lack of refrigeration, and the carrier claimed the loss due to an act of God, the demand for the ice and the failure of the carrier to furnish it simply became evidentiary facts to establish the carrier's negligent failure to guard against it, in the transportation of the property. And at common law where the carrier accepted a perishable commodity for shipment and either with or without demand for ice undertook to transport the same to destination without refrigeration, and damage resulted from the lack of such refrigeration, the failure to furnish the ice was not held to be the failure of a specific duty. In other

words, the carrier's common law duty to carry safely required the carrier to do all things possible that would result in safe carriage; and if refrigeration would make safe carriage of a perishable product possible, the carrier could not escape its common law liability under claim of an act of God if it appeared that it failed to furnish the ice. The furnishing of ice under those circumstances was but an incident to its duty to carry safely. If it accepted the perishable shipment and did carry it safely, no responsibility could be cast upon the carrier by reason of its refusal of the shipper's demand that the shipment be iced.

And under the law as it stands today, if a shipper should deliver a perishable commodity to a carrier for transportation under a demand for refrigeration and the carrier should transport the same to destination without refrigeration, if the shipment reached destination in good condition and without injury, we fail to see what claim the shipper would have upon the carrier for its failure to provide the refrigeration upon demand. It may be that the carrier would be amenable to other provisions of the Act, but no liability would be created against it and in favor of the shipper by reason of its failure to furnish refrigeration.

The cases cited by the appellants in their brief do nothing more than support the rules of law above cited. Not one of the cases so cited has any bearing upon the questions involved in this case. The precise question, however, has been passed upon. In *Chicago, etc., Ry. Co.* v. *Reyman* (Ind.), 73 N. E., 587, 76 N. E., 970, the shippers sought to hold the carrier

liable for damage to fruit shipped in a refrigerator car. The shipper undertook to ice the car, but the ice melted before its arrival and the fruit was consequently damaged by the heat. The court held that as the shipper had undertaken to ice the car the carrier had the right to assume that the shipper had furnished enough ice to keep the car cool until a delivery to the consignee, *in the ordinary course of business,* could be had.

In *Texas Central R. R. Co.* v. *Dorsey,* 30 Texas Civil Appeals, 377, it was held that a carrier receiving perishable goods for shipment is entitled to obey the consignor's directions not to ice and will not be responsible for damages consequent on such instruction, *unless through an unreasonable delay in transportation it becomes the carrier's duty to disregard the instruction.* The following cases are also to the same effect: *Dinsmore Commission Co.* v. *Duluth, South Shore & Atlantic Co.,* 101 Wis., 563, 77 N. W. Rep., 904; *Davenport Co.* v. *Pennsylvania Railroad,* 173 Pa., 398. In Hutchinson on Carriers, 3rd Ed., Sec. 505, the rule is stated as follows:

> "If the shipper undertakes to supply a refrigerator car with ice, *the carrier has the right to assume,* unless the facts are such as to put him on notice to the contrary, that the shipper has furnished a sufficient quantity of ice to keep the car cool *until a delivery to the consignee can, in the ordinary course of business, be made.* But the nature of the service in such a case also gives rise to an implication that the carrier will exercise a proper degree of care where actual delivery has been delayed beyond the usual time, in protecting property from injury by the heat."

We believe there are no authorities to controvert

this proposition. Many authorities may be cited on the proposition that a duty cannot be waived so as to avoid liability and that contracts between carriers and shippers waiving negligence are not enforcible, but all such authorities are predicated upon a duty. If there is no duty, such authorities are not in point. In other words, if the shipper pre-ices, it is on his responsibility, and so long as he does not require any service from the carrier, the carrier has no duty and no responsibility, but if the shipper after his pre-iced car is started on its journey requires any service from the carrier with respect to the further refrigeration of that car, he can be properly charged with the value of the refrigeration so ordered. The handling of these matters would not be different from the handling of ventilated shipments.

Numerous cases hold that a carrier cannot be compelled to load a carload shipment, and that the shipper loading the same must put the articles in the car so they will ride safely and any injury resulting from the improper loading independent of the negligence of the carrier, cannot be charged to the carrier. The cases relating to the furnishing of dunnage, blocking, etc., illustrate this principle. As pointed out in the brief of Mr. Farrell, these carriers are now claiming that everything in connection with the preparation of a shipment for transportation is a transportation service, while in the "car-stake case" referred to by Mr. Farrell, these same petitioners, or some of them, were insisting that it was the duty of the shippers to furnish the necessary car-stakes to enable lumber dealers to load open cars with lumber. The Commission found that the staking of the cars was

a preparation for loading and that such stakes were peculiar to the loading of lumber; that the carrier could not be required to furnish them on the theory that it must furnish suitable equipment.

The Commission stated in that case a rule that is elementary, and that is, that the shipper must properly pack his shipment, whether the shipment fills but a small box, or whether it fills a car. And such being his duty, it naturally follows that he has the right to employ such means in the packing and loading as will fully discharge the duty.

(d) *Even though the statute casts the duty upon the carrier to furnish icing and refrigeration upon reasonable request therefor, such duty does not give to the carrier the monopoly of furnishing ice for every shipment requiring ice that may be tendered to it by the shipper.*

And in the present instance it does not follow that because the shipper could by delivery of his shipment to the carrier, followed by a demand for refrigeration, cast the duty of furnishing refrigeration upon the carrier, that he is thereby deprived of his right to elect to furnish his own ice for the preparation and preservation of his own shipment so long as he pays a reasonable charge for the transportation of his shipment in that form.

The fact that the carrier furnishes a refrigerator car for a shipment does not give it the right to say that the shipper must use ice furnished by the carrier. In the present case the Commission found that the carriers got pay for the special kind of equipment used in the refrigerator service out of the

freight rate; that the special equipment so furnished was covered in the rate charged for the transportation of the commodity; and further that the carrier having been once paid for the furnishing of special equipment could not demand further pay for that equipment in its refrigeration charges. Therefore, the mere demand for a refrigerator car does not carry with it the right of the carrier to furnish the ice for any shipment that may be carried in the car, unless the ice to be furnished is demanded after the property to be iced is delivered to the carrier for transportation.

If petitioners' contention that the request upon the carriers for a refrigerator car alone is a request for all the rest and the carrier instantly becomes legally bound to furnish the ice, etc., it is apparent that the carrier would have the right to furnish ice for any and all kinds of property that might be shipped in refrigerator cars. It is a well-known fact that refrigerator cars are now and have been for many years used in the transportation of lumber during periods of the year when car shortage obtains; that shippers in their desire to get lumber to the market have requested refrigerator cars and they have been furnished by the carriers. It is not believable that counsel for the petitioners herein would ever stand before a court and ask judgment for ice placed in refrigerator cars containing shipments of lumber, based on the theory that the request for the refrigerator car carried with it the request to furnish ice in accordance with the tariff charges therefor.

The provision of the law defining refrigeration or icing of property transported as transportation, and

which requires the furnishing of such transportation upon reasonable request, was never intended as a shield for the protection of the carriers of the United States. The provision was enacted to protect the shipping interests of the United States from the rapacity and greed of the so-called private car lines, for which the carriers of the country refused to stand responsible, and over which the carriers claimed they had no control, although they turned over to the car lines the entire control of the refrigeration business of the country so far as it was connected with transportation.

The law was intended to prevent the escape of carriers from liability, through the oft-repeated claim that responsibility was upon the car lines, over which they had no control, although such private cars were operated by the carriers. Congress said to the railroads, "You don't have to furnish refrigeration or icing of property delivered to you for transportation, unless demanded by the shipper; but when so demanded, you must furnish it and you can no longer hide behind the private car lines."

When the shipper asks a carrier to furnish a car, it is the *use* of the car which the carrier is furnishing; when a shipper demands refrigeration for property being transported, he is not demanding a *use*, but the *thing* itself. The duty of a carrier to furnish a car under Section 1 of the Act is not conditioned upon prior delivery of the property to the carrier for transportation; while all services to become transportation, must be connected with the property transported. When a car is demanded, one form of transportation is demanded. When icing or refrigeration

is demanded, it does not become transportation unless demand is for the icing or refrigeration of property delivered to the carrier for transportation.

The shipper has the right to furnish the things essential to the proper packing of his shipment; and merely because he could shift the duty of furnishing these things upon the carrier upon demand, does not take from his right of election to furnish them himself. In other words, the duty of furnishing refrigeration or icing *may* become a transportation service. To make it a transportation service there must be a condition preecdent, to-wit: "the delivery of the property for transportation and a reasonable demand that the same be refrigerated or iced."

The fact that the carriers could not or would not offer to the shippers a service substantially as good as performed by the shippers and at a price approximately equal to what it cost the shippers to perform their pre-cooling and pre-icing, justified the Commission in entering the orders in this case.

It is the contention of these interveners that they have the right to pre-cool and pre-ice their shipments no matter what service the carriers are ready to perform; but the Commission declined to pass upon that question.

The difference between the shippers' method of pre-cooling and pre-icing and that of the carriers is pointed out in the report of the Commission, from which it is clear that the acts performed by the shippers are acts of preparation and not matters of transportation.

The carrier's contention that before the shippers

would have a right to pre-cool and pre-ice their shipments, they must consent that the carriers be relieved from furnishing refrigeration or icing, is without legal support. The exercise of the pre-cooling and pre-icing right by the shippers does not rest upon their agreement to relieve the carrier from the performance of a statutory duty. And in any event an agreement on the part of the shippers would not relieve the railroads from the duty to furnish refrigeration and icing when demanded by shippers of other kinds of perishable goods, such as celery, cabbages, cucumbers, cantaloupes and all kinds of deciduous fruits, of which there is a large tonnage from California. The law does not require the shippers to accept refrigeration from a carrier except upon the demand of the shipper, and if he performs a service for himself prior to the delivery of his shipment to the carrier which makes refrigeration by the carrier unnecessary, he cannot be compelled to agree that the carrier need not stand in readiness to furnish refrigeration upon demand, as a condition precedent to the right to perform the service for himself.

It must therefore be clear that the Commission under the facts in this case had the right and power to enter its order requiring the carriers to transport carload shipments of oranges pre-cooled and pre-iced by the shippers when loaded seven tiers wide and two tiers high, at a charge of $7.50 plus $1.15 per 100 pounds for the weight of the oranges in the car. At the time this order was entered, the carriers' tariffs provided that shipments pre-cooled and pre-iced by the shipper would be accepted with instructions

not to re-ice in transit, providing the shippers would sign a release relieving the carrier from liability for damages due to non-icing in transit. If the tariff of the carriers had not so provided, it is evident from the report of the Commission that it would have made its order in form to require the shipper when using the $7.50 rate to execute a proper release to the carrier.

II.

THAT THE ORDERS OF THE COMMISSION WERE FULLY SUPPORTED BY SUBSTANTIAL EVIDENCE.

We have hereinbefore set out portions of the Commission's findings of fact and have given the references in the record to the evidence of witnesses which fully support those findings. It is not claimed by these appellees that the Commission could make a finding of fact without substantial evidence to support the finding.

> *Interstate Commerce Commission et al.* v. *Louisville & Nashville R. R. Co.*, 227 U. S., 88.

Under the allegation that the Commission's order was entered without substantial evidence to support it the court has the right to look to the record if produced to ascertain the truth or untruth of the allegation. There is no question about the rule, but appellants seem to be confused as to the application of it. The petition itself alleges sufficient facts to show that the Commission had before it sufficient evidence to warrant it in finding the facts as it did in its re-

ports of January 14, 1911, and of April 8, 1912. What the appellants are actually trying to do is to have this court determine that the Commission did not in fact give to the testimony of appellants' witnesses the weight and credit desired by them or the weight and credit that would have been necessary in order to have the Commission deny the relief asked by these appellees in the proceedings before the Commission. Instead of asking the court to ascertain whether there is substantial evidence, it is apparent from appellants' brief that it is their desire that this court pass upon the weight and credibility of the testimony of their witness and the weight to be given to the documentary evidence offered. The cases cited under point II of our brief are conclusive upon the question that this court has no such power.

(a) *That the findings of fact by the Commission when supported by evidence in the record are conclusive as to the reasonableness of the rates, rules or regulations involved in such findings.*

Appellants devote many pages of their brief to a discussion of the right of courts to review the action of the Commission relating to the reasonableness of rates and the reasonableness of rules and regulations. (pp. 58 to 65.) Appellants assert the existing power in courts to pass upon the reasonableness of the rules and rates as a judicial question, and on page 61 of the brief it is claimed that the reasonableness of a rule or regulation is a question of law to be judicially determined.

It seems to appellees that these questions have been foreclosed in this court and that when it ap-

pears that an order of the Commission is within the limits of its powers and fully supported by substantial evidence it is conclusive, and the action of the Commission in entering the same cannot be reviewed.

If the Commission finds a rate to be unreasonable and prescribed what it believes to be the reasonable rate for the future and the order finds support in the record, it is conclusive that the rate complained of was unreasonable and that the future rate so prescribed is reasonable and not confiscatory. The same rule obtains as to the reasonableness of rules and regulations. See authorities cited under point II of appellees' brief.

(b) *That an order of the Interstate Commerce Commission within the limit of its powers and supported by substantial evidence cannot be reviewed by the courts.*

This is but to restate in another form the proposition last above discussed. Of course the question whether an order of the Commission based upon undisputed and admitted facts found by it is within the powers granted to the Commission under the law is reviewable in the courts. In other words, if the Commission's order exceeds its power under the law, that forms a proper subject of judicial inquiry, but no such case is made on the record in this case.

(c) *The order of the Commission fixing a charge of* $7.50 *per car on oranges pre-cooled and pre-iced by the shipper when loaded seven tiers wide and two tiers high, plus the rate of* $1.15 *applied to the weight of the oranges in such car made such rate and mini-*

mum applicable only to shipments loaded in that form.

It must be admitted that the shipper may tender to the carrier his shipment in any form that will reasonably permit of its transportation by the carrier. He tenders his shipment in a given form and says to the carrier I am entitled to have this transported in this form at a reasonable rate, and the carrier cannot refuse to take it in such reasonable form by saying it will transport it in some other form more agreeable to the carrier.

The carriers' standard refrigeration charge from southern California to Chicago is $62.50 per car. A car under standard refrigeration will carry but 27,200 pounds of revenue paying load. Applying the rate of $1.15 to said minimum weight would make the car earnings $312.80, plus $62.50 refrigeration charge, or $375.30, in all. It was found by the Commission that the ice furnished by the carriers cost approximately $30 per car, deducting that amount from the total would leave $345.30 as the net revenue on the refrigerated shipment.

A shipment pre-cooled and pre-iced by the shipper loads approximately 33,000 pounds. The revenue on the car from the rate would be $379.50, plus $7.50, or a total of $387 per car. The Commission found in the case of a pre-cooled and pre-iced shipment the average weight of ice carried from point of origin to destination was approximately 5,000 pounds. That under standard refrigeration the average weight of ice carried in the bunkers was approximately 8,000 pounds. The gross weight of the pre-iced shipment,

including ice and load is 38,000 pounds, while the gross weight of a refrigerated shipment, including ice and load is 35,200 pounds. For transporting the former weight the carrier under the Commission's order gets $387; for transporting the latter under standard refrigeration it gets $345.30. It will thus be seen that under the pre-cooling and pre-icing rate established by the Commission the carrier gets a greater revenue per car than under standard refrigeration, and also a greater revenue per ton of ice and load than under the standard refrigeration rate.

THE COMMISSION HAD THE POWER TO MAKE THE ORDER OF APRIL 8, 1912.

The carriers make some claim that the Commission was without power to make the order of April 8, 1912, because the filing of tariffs cancelling out the pre-cooling and pre-icing right of the shippers did not constitute the filing of a schedule stating "a new individual or joint rate, fare or charge or any new individual or joint classification or any new individual or joint regulation or practice, affecting any rate, fare or charge."

If the cancelling tariffs in question had not been suspended so far as tariff publication is concerned, the pre-cooling and pre-icing right of the shippers would have gone out of existence and in its place the shippers would have been obliged to use standard refrigeration and pay the tariff charges therefor or to use the pre-cooling and pre-icing as performed by the carriers, which the carriers not only refused to

guarantee, but which they required the shippers to accept under a release relieving such carriers from all liability for non-icing in transit. Section 6 of the Act to Regulate Commerce provides that no changes shall be made in rates, fares and charges, except after 30 days' notice to the Commission and to the public, which shall plainly state the changes proposed to be made in the schedule then in force and the time when the changed rates, fares or charges will go into effect; and the proposed changes shall be shown by printing new schedules or shall be plainly indicated upon the schedules in force at the time and kept open to public inspection. That the cancellation of the pre-cooling and pre-icing right would have prevented the shippers from using the $7.50 rate prescribed by the Commission, the carriers cannot deny, because the attempted cancellation was made with the avowed intention on the part of the carriers of preventing the use of the rate prescribed by the Commission, and if such cancellation would have prevented the shippers from using the rate prescribed by the Commission, then for that service the shipper would have been required to pay another and different rate. In other words, the rate he would have been subsequently required to pay would have been a new rate differing from the one he formerly paid.

It may be added, however, that under section 15 of the Act to Regulate Commerce as amended June 29, 1906, and June 18, 1910, the Commission has the right to order an investigation and hearing on its own initiative, either in extension of any pending complaint or without any complaint whatever. This

is in addition to the power of the Commission to enter an order of investigation as to the propriety of any new individual joint rate, fare or charge, etc.

The right to suspend the effective date of such new tariff is only an incident in connection with its right to enter upon an investigation under its own initiative. Even if the Commission erroneously suspended the tariffs in question it had the power to make the investigation on its own initiative under section 15 and an erroneous suspension of the tariff could not deprive it of its jurisdiction under its general power.

For the reasons hereinbefore given we respectfully submit that the decree of the Commerce Court should be affirmed.

Respectfully submitted,

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In the Supreme Court of the United States.

OCTOBER TERM, 1913.

THE ATCHISON, TOPEKA AND SANTA FE Railway Company, Southern Pacific Company, and San Pedro, Los Angeles and Salt Lake Railroad Company, appellants,

v.

THE UNITED STATES, THE INTERSTATE Commerce Commission, and Arlington Heights Fruit Exchange, appellees.

No. 590.

APPEAL FROM THE UNITED STATES COMMERCE COURT.

BRIEF FOR THE UNITED STATES.

STATEMENT OF THE CASE.

This is an appeal from the Commerce Court from an order dismissing the petition of the appellants on final hearing. The case was heard by the commission as a part of the so-called *Lemon Rate Case*, No. 539, just argued and decided. It was decided separately. The case was heard by the Commerce Court three times. Twice on motions for preliminary injunctions,

NOTE.—The record consists of 3 printed volumes. The exhibits are furnished separately. Unless otherwise specified, all references will be to Vol. I.

both of which were promptly denied. Once on final hearing, when the Commerce Court wrote a full opinion on the merits, demolishing all claims of the appellants (R. 135).

Prior to July, 1909, the standard refrigeration charge per car of the carriers from California was $60 to the Missouri River, $62.50 to Chicago, and $75 to New York. The carriers performed all refrigeration services (R. 13).

July 5, 1909, the carriers, as an initial proposition, and of their own volition, published the tariff granting and establishing the right of the shippers to pre-cool and pre-ice.

From then until now, under the tariffs so voluntarily filed by the carriers and continued in full force by the commission, those shippers who are equipped for the purpose have pre-cooled and pre-iced. They perform all of the service and furnish all of the ice. Before the first order was entered, however, the carriers imposed upon them for so doing a charge of $30 per car, for which they rendered no service whatever. The shippers paid the charge for the mere privilege of pre-cooling and pre-icing their own freight at their own expense.

On January 14, 1911, after complaint duly filed, and a full hearing, the commission filed an elaborate report (R. 11), in which it found that standard refrigeration and pre-cooling were widely different, both in the manner in which they are performed, and the results. They may be briefly described.

Standard refrigeration.—Oranges are loaded into a refrigerator car before either the fruit or the car has been artificially cooled. The boxes are so packed as to allow a free circulation of air between and around them. After being loaded, the car is taken to some gathering point, usually San Bernardino on the Santa Fe, or Colton on the Southern Pacific, and the bunkers are there filled with ice. As the car journeys east the bunkers are opened from time to time and replenished with ice (R. 13).

This kind of refrigeration has been long in effect, and is still the one generally used (R. 13).

When the bunkers are filled with ice, certain repairs are necessary, the average expense of which is about $5 a trip (R. 14).

The bunkers of a Santa Fe car contain about 9,000 pounds of ice; of a Southern Pacific car, about 10,000 pounds.

The ice melts as the car moves from icing station to icing station, so that the weight of the ice is not, on the average, as much as the full bunker (R. 14).

The railroad company is responsible for both the transportation and the refrigeration (R. 14). The total amount of ice required to refrigerate a car of citrus fruits from southern California to Chicago is about 11 tons (R. 15). The quantity is somewhat greater in June, July, and August, but the number of cars refrigerated is less (R. 16).

The cost of refrigeration to Chicago on the Santa Fe line would total as follows: Ice, $30; repair to bunkers, $5; hauling of ice, $20; total, $55.

Pre-cooling by the shipper.—This system of refrigeration grew out of investigations and experiments of the United States Department of Agriculture, conducted by Professor Powell. As a result, the Department of Agriculture and the Interstate Commerce Commission both found that pre-cooling refrigeration was the most reasonable and efficient system yet devised.

Oranges are brought from the tree to the packing house and packed in a box, which is immediately deposited in a cold room (R. 17).

The basic idea is to bring the fruit under the influence of a low temperature at the earliest possible moment. The process of extracting the heat from the orange at once begins, and gradually continues until at the end of some 24 to 48 hours all parts of the fruit, in all parts of the box, have been reduced to a uniform temperature of from 33° to 35° Fahrenheit (R. 17). The box remains in this cold room at this temperature until it is to be loaded. The car is then connected with the room by a collapsible passageway, and the boxes of oranges are taken directly from the cold storage to the car. They are packed solidly in the car, and not with air spaces between as in the case of ordinary refrigeration (R. 17). The bunkers are filled with large blocks of ice especially prepared for that purpose. The bunkers are then sealed up so as to make the car air-tight. The carrier has rendered no service whatever. All this is done by the packer at the packing house. The car is then delivered to the carrier with

instructions to transport to destination, without re-icing, and without breaking the seal (R. 17).

There are in operation at East Highlands and Pomona two plants in which pre-cooling is carried on in a manner approved by the shippers. These plants were in operation during the season of 1908–9, and the evidence tended to show that cars so treated had carried to destination in good condition at all seasons of the year (R. 18).

For the season 1909–10, 124 cars of pre-cooled and pre-iced fruit were shipped from East Highlands, all of which reached destination in good order. 207 cars were shipped from Pomona, of which 7 showed more than 3% decay. It appeared that during the entire season these pre-cooled and pre-iced shipments carried as well as contemporaneous shipments moving under standard refrigeration. The great bulk of the orange crop may be moved by the method applied by the shippers (R. 18).

Pre-cooling by the carrier.—This method is entirely different, is less efficient, and impracticable. No attempt is made to cool the fruit until after it has been placed in the cars. The warm cars are loaded with warm fruit packed in boxes, with air spaces between and around the boxes, as they would be for transportation under standard refrigeration. The loaded cars are then taken to the pre-cooling stations of the carriers at San Bernardino and Colton (R. 19).

The pre-cooling is accomplished by forcing a blast of cold air through the car which contains the fruit.

In the beginning of the process the air entering the car is considerably below freezing. As the fruit becomes cooler, the temperature of the current is raised.

The plants, said to cost $500,000 and $750,000, respectively, are both for the manufacture and storage of ice and the pre-cooling of the fruit. An entire trainload may be pre-cooled at once, the time occupied being from 2 to 4 hours, according to the temperature and the intensity of the blast (R. 19).

It is found that pre-cooling at the packing house by the shipper is a practical method which the shippers are anxious to use, and for the efficiency of which they are willing to stand responsible, while the method adopted by the carriers is of doubtful practicability, one which the shippers do not dare to use, and one which the carriers are unwilling to guarantee (R. 20).

On complaint duly filed, and after a full hearing, the commission, January 14, 1911, held the charge of $30 excessive, and ordered it reduced to $7.50, which is something over the cost of the wear and tear of, and damage to, the bunkers (R. 25, 37).

Thereafter the Commerce Court construed this order of the commission as fixing the maximum charge of the carrier, when the pre-icing is done by the shipper, and not as requiring the carrier to permit pre-icing by the shipper (R. 66).

On May 29, 1911, the first motion for preliminary injunction was promptly denied (R. 67).

The carriers promptly filed supplements to their schedules, to become effective July 1, 1911, seeking

to cancel their previous schedules in which they had extended to these shippers the right to pre-cool and pre-ice. As the carriers were not themselves to regulate the practice on the basis of $30 per car, but must submit to regulation by the commission, they undertook to withdraw the practice altogether and to relegate the shippers to standard refrigeration.

On June 22, 1911, the commission entered an order suspending the effect of these supplements until October 28, 1911 (R. 38–39). The supplements were further suspended from time to time, while the commission was engaged in a second hearing (R. 38–46).

On April 8, 1912, the commission filed its second report (R. 47). At the same time, the commission entered the order in controversy (R. 52), the material portions of which are—

> It further appearing, That a full investigation of the matters and things involved having been had, and the commission having, on the date hereof, made and filed a report containing its findings of fact and conclusions thereon, which said report is hereby referred to and made a part hereof:
>
> It is ordered, That said defendants be, and they are hereby, notified and required, on or before the 20th day of May, 1912, to cancel the said tariffs and supplements above named so far as they abrogate such charge for precooling.

> It is further ordered, That the carriers parties to the above-named tariffs and supplements, herein involved, shall continue in effect, and maintain in force for a period of two years from the date hereof, a charge for pre-cooling oranges transported in carloads from shipping and producing points in southern California to points in other States of the United States as designated in above-described tariffs, which shall not exceed $7.50 per car.

On supplemental petition filed, the case went to a second hearing on a second motion for a preliminary injunction. This motion was likewise promptly denied (R. 70).

The first order of the commission (R. 37) has, therefore, been in full force and effect since April 15, 1911, and the repeated efforts of the carriers before the commission and the Commerce Court to disturb the same have failed.

On June 4, 1912, the carriers filed their amended and supplemental petition (R. 1). Issues were joined (R. 67, 71).

The carriers offered the full record of the commission in the *Lemon Rate Case, supra*. The Government objected to the offer, specifically stating the grounds of its objection (R. 73, 74). The objection was overruled, and the entire record in the *Lemon Rate Case* was needlessly admitted.

On final hearing, the Commerce Court wrote a full opinion on the merits. All questions which the appellants could raise after three separate hearings before the court were adjudged against them, and a

final decree dismissing the amended and supplemental petition was entered (R. 141).

The carriers appealed. They have brought their enormous record with them. Owing to bulk, it was stipulated that the appellants would separately furnish sets of the exhibits for the use of the court (R. 133).

ARGUMENT.

I.

The appellants concede the right to pre-cool. The commission has found as a fact that "pre-cooling and pre-icing" are one and the same thing. There is, therefore, no legal question involved for the consideration of the court.

The counsel for the appellants concede, as they conceded before the Commerce Court, the right of the shippers to pre-cool.

This concession brings the case to an end. Pre-cooling and pre-icing are inseparable. Each is a part of the other. Neither may exist without the other. They are one and the same thing.

The commission, the final arbiter on the subject, has found that pre-cooling and pre-icing, as practised by the shippers, and which constitute the best and most satisfactory method yet devised, may not be separated and placed in different hands. Thus (R. 22, 23):

> It was suggested upon the argument that inasmuch as these bunkers were filled with ice in case of pre-cooled shipments as well as

in standard refrigeration the carrier had the right to insist upon furnishing the ice even though the grower might pre-cool his fruit. A moment's consideration will show that this contention is without merit and would, if sustained, be without benefit to the carrier. The ice with which these bunkers are filled is not manufactured by the railroad at the point where it is used. It would be necessary to fill the bunkers with ice at San Bernardino or Colton and move the car when iced to the packing house. By the time it reached there the ice would have been partially exhausted and this would render it necessary to open and refill the bunkers.

This service should be performed in the most economical manner and it is evident that the ice can be best supplied by the same parties who load the car and prepare it for shipment. The filling of the bunkers with ice is a part of the preparation of the car for shipment and not a part of the transportation service which is rendered by the railroads. It should also be noted that great importance is attached to the filling of the bunker completely and with large cakes of ice which will melt slowly.

To allow the carrier to fill these bunkers would be a source of no profit to it and would introduce an element of discord into the transaction. If the car arrived in bad condition the shipper would be apt to say that the bunkers had not been properly reiced or that the car had not been properly sealed. * * *

* * * * *

> It should be carefully observed that pre-cooling as practiced by the shipper can not be rendered by the carrier. The nature of the thing done is such that it can only be done by the shipper. A single part of the service, the furnishing of the ice for the bunkers of the car, might be rendered by the carrier at an additional expense and with inferior result. Taken as a whole the service of pre-cooling, as these shippers desire to use it, can only be performed by the shipper himself. Nor do the carriers offer any substitute for it. Cars can be pre-cooled and pre-iced at the plants of the defendants, but the defendants themselves frankly state that they can not safely carry to destination without reicing. We do not feel that these shippers are obliged to submit their fruit to the hazard of the method of pre-cooling and pre-icing, which these defendants themselves decline to guarantee.

On the rehearing, the commission, in their second report, further said (R. 50):

> The carrier might furnish the ice with which the bunkers are filled, but it could only do so at a disadvantage, and if compelled to furnish this ice in proper shape and at a price which would be reasonable as compared with the cost of the ice to the shipper at that point, would not care to do so. If the carrier were allowed to furnish the ice, it could not properly fill the bunkers and seal the car for transportation, since this would require the services of an expert at each separate packing house, nor ought

> it to be permitted or required to do this inasmuch as the shipper must assume the responsibility of the work having been properly performed.
>
> The only service required of the carrier is to provide the car, set it at the packing house, and when loaded haul that car within a reasonable time to its destination and there make delivery in the same condition in which it was received. The mere fact that ice is used in connection with this shipment no more makes the process of precooling a transportation service than as though ice were placed in the receptacle containing the article to be shipped and not in the bunker of the car. Fish and poultry are very often shipped in barrels filled with ice, but it will not be claimed that for this reason the carrier has the right to furnish the ice which is placed in the package, nor to decline to receive the package because it does contain this ice.

After three separate hearings, in which the matter was elaborately argued, the Commerce Court, in its final opinion dismissing the petition, said (R. 140, 141):

> The result of the whole matter is that the commission found that the pre-cooling service performed by the shipper could not be performed by the petitioners for the reasons stated in the report, and that petitioners offer no substitute for such pre-cooling which is fairly equivalent in cost and in efficiency. The commission expressed no opinion upon the absolute legal right of the shipper to pre-

> cool (including icing) his fruit, but decided only that until petitioners offer a substitute for pre-cooling as practiced by the shipper which is fairly its equivalent in cost and in efficiency, it was the right of the shipper to avail himself of this privilege. *We think this was an administrative ruling clearly within the power and jurisdiction of the commission and with which this court may not interfere.*
>
> As it is conceded by counsel for the petitioners that the shippers have the right to precool their fruit, with the exception of placing ice in the bunkers of the car in connection with such pre-cooling, and that it is not necessary to furnish any different car than the one provided for standard refrigeration or precooling by the carrier, and that the ice placed in the car is furnished by the shipper prior to the time at which the car is delivered to the carrier for transportation, the matter of precooling by the shippers becomes a practice which the commission could condemn or indorse without interference by the courts.

The appellants contend that the Commerce Court evidently misunderstood the concession that the shippers have the right to pre-cool (Br. 52). The Commerce Court, in order to prevent any misunderstanding whatever, set forth the concession *in haec verba* in its opinion. It said that it did this "In order to free the case of undisputed questions" (R. 137, 138).

The fact is that both the commission and the Commerce Court treated "pre-icing and pre-cooling" in

exactly the same manner in which the carriers themselves treated it when they established the practice and fixed the charge therefor.

This appears from the petition, which alleges (R. 3)—

> On or about the 5th day of July, 1909, said carriers and particularly the initial carriers, through their agencies (certain refrigerator car line companies) amended their refrigeration rules so as to provide as follows:
>
> "On all carloads of Citrus Fruits, precooled and pre-iced, or pre-iced by shipper, offered for shipment with instructions 'Do not re-ice en route' A CHARGE OF $30 PER CAR of 32,000 lbs. or less will be made, excess weight to be charged for at 9.375 cents per 100 lbs."

Thus, the carriers fixed for pre-cooling, and pre-icing, and for pre-icing alone, a uniform charge and, in common with the shippers, the commission, and the Commerce Court, treated "pre-cooling and pre-icing" as one and the same thing, until the first order of the Commerce Court was entered.

All along the carriers have presented the case on the theory that the commission, as an initial proposition, established the right of the shippers to pre-cool and pre-ice, and forced the practice upon the carriers, and compelled them to submit to it. Exactly the contrary is the fact.

On July 5, 1909, the carriers, of their own volition, and as an initial proposition, themselves published the tariff above quoted, granting the right to the shippers

to pre-cool and pre-ice. The carriers thus created a new practice, usage, and custom in railway transportation and operation.

The pre-cooling and pre-icing is a practice merely preliminary or incidental to transportation. It is a practice which the shippers, in the ordinary course of their business, have carried on to the entire satisfaction of themselves and the carriers. It has become in railroad operation and transportation the shippers' fixed right by usage and custom. It is now beyond the power of the carriers to arbitrarily take the right away merely because the commission, by appropriate order, has reduced an exorbitant and extortionate charge to a reasonable allowance.

The rights, obligations, and duties of shippers and carriers are fixed, as they must necessarily be fixed, by the customs and usages of railroad operation and transportation. Thus, in a recent case, Commissioner Clark, speaking for the Interstate Commerce Commission, observed that—

> The general and almost universal rule is that carload freight shall be loaded by the shipper and unloaded by the consignee. [*In re* I. & S. *of Advances in Demurrage Charges*, 25 I. C. C. R. 314.]

This "universal rule" grows out of the custom and usage of railroad operation and transportation. No one would suggest that the right of the shipper to load, and the right of the consignee to unload, carload freight may now arbitrarily be taken away by the carriers for the purpose of thwarting an order of the

Interstate Commerce Commission regulating the practice. If so, any order of the commission might be thus defeated.

In *McMasters* v. *Penn. R. R. Co.*, 69 Pa. St. 374, Mr. Chief Justice Thompson, speaking for the Supreme Court of Pennsylvania on the subject of the customs and usages of railroad operation and railroad transportation, said (377, 378):

> * * * *Every day the old rule is being gradually modified by contract, usage, or notice, to fit it to the new order of business in that line.* Indeed, the whole system of the law of common carriers grew out of customs moulded into form and made practical by the courts in England, and hence for a long time, when suits were brought against persons engaged in the carriage of goods and merchandise, the action was called an action upon the custom of the realm. In modern times the practice is to sue upon the contract. *It would be strange if the process of improvement by custom and usage is to stop just here and go no further. I regard it as a matter not debatable at this day, that a custom so long persisted in as to be known and practiced by a community, shall not become the law of the particular business in which it exists in the community,* from which the presumption will arise that it is in the view of the parties who contract about the subject matter of it, and depend that it will be the interpreter of their contracts whenever they leave room for a resort to it. In other words, where the express terms of the contract do not exclude it, usages of this kind in trade, which have a like effect when clearly

established, *are generally found in practice to exhibit a superior adaptedness to the convenience and wants of the community to those which are superseded by them, and in this way development and progress results* (italics ours).

II.

The elaborate brief of the appellants fails to set forth any single, distinct, and dominant proposition of law which the commission erroneously decided. On the face of their own brief they have cleared the way for the affirmance of the judgment.

1. The elaborate brief filed by counsel for appellants argues at length the evidence in the case and discusses numerous objections urged by the carriers to the pre-cooling custom. Among them are such matters as damage to and wear and tear of the cars; the quality and dimensions of the ice blocks; the lack of proper refrigeration; irregularity by the shippers in pre-cooling and pre-icing; the necessity for extra icing during delays in transit; alleged increase in damage claims resulting therefrom; and the experimental purposes for which the practice is said to have been permitted.

It is interesting to observe that while the carriers were levying a charge of $30 per car, for which they rendered no service—which the commission found to be an extortion—these groundless objections lay dormant. There is good reason to think that if no complaint had been filed, or if the commission had dismissed the complaint or refused to interfere, the practice would have continued indefinitely without objection.

So long as the carriers had the opportunity to mulct the shippers at the rate of nearly $800,000 per year they were as desirous of suppressing these objections as they now are persistent in urging them (R. 24).

In the early days of this inquiry before the Interstate Commerce Commission, the carriers and their counsel labored hard and long to justify the charge of $30. There was no effort which they did not exert, and no argument which they did not devise, to sustain the charge of $30 and to effect a dismissal of the shippers' complaint (R. 24, Vol. II, 5, 6, 10).

When the commission ordered the charge of $30 reduced to $7.50, the carriers filed their bill in the Commerce Court. They made an attack on the order of the commission and advanced the same resourceful arguments in support of the $30 charge, and in condemnation of the $7.50 allowance. The Commerce Court construed the order as fixing the maximum charge when the pre-icing is done by the shipper and not as requiring the carrier *to permit* pre-icing by the shipper (R. 66). The motion for preliminary injunction was denied (R. 67).

Seizing upon the hope afforded by this language of the court, they went back to the Interstate Commerce Commission and took the position that the whole thing had been simply an experiment which had failed. For the first time they placed their whole case on the single proposition that the shippers had no right whatever to pre-ice, and undertook to rid themselves of the practice which they had created. As was said by this court in *Railway Company* v. *McCarthy*, 96

U. S. 258, 267, "This point was an after-thought, suggested by the pressure and exigencies of the case."

This situation the appellants do not attempt to disguise. In their amended and supplemental petition, filed June 4, 1912, they allege (R. 5) that the Commerce Court "denied a motion for a temporary injunction upon the 29th day of May, 1911," and that "Thereupon your petitioners, as required by the order of said commission, but under protest, filed an amendment to their said tariffs wherein the charge of $30.00 per car on account of refrigeration of cars pre-cooled and pre-iced by shippers was reduced to $7.50 per car," and that "Thereafter your petitioner, The Atchison, Topeka and Santa Fe Railway Company, filed with the Interstate Commerce Commission an amendment to its tariffs, * * *" (R. 5–6). In their brief filed in this court, the appellants set out the opinion of the Commerce Court (filed May 29, 1911) in its entirety, and add: "Upon the rendition of this decision by the Commerce Court the carriers filed supplements to their refrigeration tariffs definitely withdrawing any privilege or permission theretofore given to the shippers of pre-icing cars, * * *. Upon the filing of this supplemental tariff and before the same could become effective, the commission very promptly, on June 22, 1911 (I, 45), suspended the same, * * *" (Br. 5–6).

It is not difficult to demonstrate that the objections now urged are without foundation. For instance, the appellants allege that if the agents and employees of

the shippers go upon the cars to put in the ice the cars would be damaged more than if the agents and employees of the carriers go upon the cars to put in the ice (R. 9). In other words, the boots of the shippers' employees will scratch the car more than the boots of the carriers' employees.

Again, the commission found as a fact, which is not seriously controverted, that those who used this method have presented their fruit in a proper condition for transportation. Under this custom the shippers treat their fruits for shipment in their own way before they are delivered to the carrier for transportation and before any responsibility on the part of the carrier attaches.

It is also true that the cars are delivered to the carriers under seal. That being so, if the carriers accept sealed cars and transport them expeditiously under the reasonable instructions of the shippers, the responsibility for decayed or damaged fruit resulting from improper refrigeration rests with the shipper and not with the carrier.

It also appears that in the operation of the pre-cooling and pre-icing plants of the Santa Fe and the Southern Pacific and in the pre-cooling of freight and the pre-icing of cars these companies incur in transportation under their own method the identical risks to which they now object, but in a larger degree.

Nor must sight be lost of the dominant fact found by the Commission *that pre-cooling at the packing house by the shipper is a practical method which the*

shippers are anxious to use and for the efficiency of which they are willing to stand responsible; while the method advocated by the carriers is of doubtful practicability—one which the shippers do not dare to use and one which the carriers are unwilling to guarantee.

Much is made in the carriers' brief of the question whether in the pre-cooling the shippers are performing a transportation service or any part thereof. The commission found (R. 22):

> * * * The filling of the bunkers with ice is a part of the preparation of the car for shipment and not a part of the transportation service which is rendered by the railroad.

This proposition is supported by the commission and the court with such cogency of reasoning that it is not easy to add anything to what they have said upon the subject.

The entire argument of the appellants on these topics does violence to the repeated decisions holding that the court will not weigh the evidence and that all questions of fact are foreclosed.

2. It is argued by the appellants that, notwithstanding the huge printed record and the exhibits accompanying the same, there was no evidence before the commission to warrant the finding by the commission of the inability of the carriers to perform this service as satisfactorily as the shippers owning cold storage plants. They say that the commission made this finding "with a view of *bolstering up* their order."

The counsel for the appellants do not state what the testimony was on the subject, and the court is left to burrow through the voluminous record and the voluminous exbibits to find it. It has been repeatedly held that this is not the province of the courts. Nor will this court countenance the aspersion that the order of the commission was "bolstered up."

3. The appellants discuss the "shippers' inability to pre-cool." They say that the only two pre-cooling plants worthy of mention are not available to any except the owners, and as those two plants during the season of 1909–10 handled only 128 and 31 cars, respectively, it is manifest that the owners of these plants are not competent to deal with a crop of citrus fruit, running from 25,000 to 45,000 cars per year.

If the interest of these carriers is so insignificant, no harm can come to them from an affirmance of the judgment. The amount of their loss, according to their own statement, would not equal the cost incurred by them in carrying on the litigation. The interest of the shippers is otherwise. In its report, the commission found (R. 24):

> During the season last past some 17,000 carloads of oranges moved under refrigeration. The season which is now opening will probably see an increase in that number to 20,000, and in the near future it will doubtless rise to 25,000 cars. The saving per car between the method of the shipper and the charge of the defendant is from $30 to $40, which means an

> annual saving to these complainants of from $600,000 to $800,000 per year. If it be the law that these defendants have a right to impose upon this traffic this enormous burden, then the law should be changed, for the practical result of this application is monstrous; in our opinion it is not the law. * * *

4. It is argued that the order of the commission will result in gross discrimination against the small shipper (Br. 39). On the authority of *Interstate Commerce Commission* v. *Chicago, Rock Island and Pacific Railway Co.*, 218 U. S. 88, the Commerce Court promptly and rightly rejected that argument (R. 138).

5. The remainder of the brief is given over to elaborate arguments and the citation of authorities on the respective functions of the commission and the court. The whole evidence is again discussed. The respect due to repeated decisions of this court forbids the counsel for the Government from entering into any discussion of those questions.

III.

When considered in the light of the facts upon which it is based, the charge of $7.50 is adequate.

As the last and minor point of their elaborate brief, the counsel argue that the allowance of $7.50 is unreasonable, arbitrary, and confiscatory. They seek to sustain this point from the face of the report. In other words, they argue that the report of the commission destroys itself.

The argument as made clouds what the commission decided. It seeks to lead the court away from the course of the commission.

It must steadily be borne in mind that the commission was dealing with *loaded cars*. The cars are the same under all circumstances. The commission found (R. 24):

> The car used for the shipment is exactly the same whether the movement is under ventilation or refrigeration or is pre-cooled and pre-iced. We have already seen that the use of this special car is taken account of in the rate of $1.15 per 100 pounds. Carriers are not, therefore, in case of these pre-cooled shipments entitled to additional compensation by reason of the fact that a car of this type is necessary and furnished.

The revenue per car accruing to the carriers is substantially the same for all cars, *though somewhat higher for the pre-cooled and pre-iced car.*

The difference in the loading results in a greater revenue to the carriers for transporting the pre-cooled and pre-iced car than the refrigerated car. The commission sought to equalize by permitting in the case of refrigerated cars, the charge for the ice and the hauling thereof, which the carriers in any case were obliged to furnish.

If, by reason of the difference in loading, the carriers are permitted to collect the additional revenue accruing from the pre-cooled and pre-iced cars, and at the same time to charge for hauling the ice, the total charges for hauling the pre-cooled and pre-iced cars

would be so enhanced to the shippers as to again render useless, by reason of prohibitive rates, the right to pre-cool and pre-ice.

The wear and tear on the bunkers is the same, regardless of the nature of the shipment. The allowance by the commission, therefore, was adequate and proper.

The attack on the charge of $7.50 is without merit. In the end, and now, these carriers are making more on the pre-cooled and pre-iced cars than they are making on the refrigerated cars.

The commission found this to be the fact, and it is not denied. The commission said (R. 25):

> As bearing upon the reasonableness of the rate, the carriers showed the cost of the movement of these oranges per gross ton—that is, per ton of combined weight of car and contents as compared with other articles—claiming that this was a true basis upon which to fix rates. So treating these pre-cooled shipments, it will be found that the carrier receives more per gross ton for handling the pre-cooled car than for either the ventilated or the refrigerated shipments.
>
> By every canon of rate making which has been applied by carriers in the past, or which is relied upon by them now, these pre-cooled shipments at the standard rate without additional compensation are better business than either the ventilated or the refrigerated movement.

The Commerce Court, in its final opinion dismissing the bill, also said (R. 138):

We think it also clearly appears from the record that under the pre-cooling and pre-icing rate established by the commission, the carrier gets a greater revenue per car than under standard refrigeration, and also a greater revenue per ton of ice and load than under the standard refrigeration rate. The commission found that in the case of a pre-cooled and pre-iced shipment the average weight of ice carried from point of origin to destination was approximately 5,000 pounds; that under standard refrigeration, the average weight of ice carried in the bunkers was approximately 8,000 pounds. This would make the gross weight of the pre-cooled and pre-iced shipment, including ice and load, 38,000 pounds; while the gross weight of the refrigerated shipment, including ice and load, is about 35,200 pounds. For transporting the former weight, the carrier, under the commission's order, gets $387; for transporting the latter, under standard refrigeration rates, it gets $345.30. These figures are based with reference to shipments from California to Chicago and upon the fact that a car under standard refrigeration will carry about 27,200 pounds of revenue-paying load, while a car of pre-cooled and pre-iced fruit will load approximately 33,000 pounds. This difference is caused by the fact that where the fruit is pre-cooled and pre-iced the boxes of fruit are placed close together in the car, whereas in shipments under standard refrigeration it is necessary that the boxes be not placed close together. In view of the foregoing, we do not

think that the petitioners have any valid complaint to make of the charge of $7.50 per car established by the commission.

The action of the commission is in favor of the interests of these carriers, rather than against their interests. In *Interstate Commerce Commission* v. *Chicago, Rock Island and Pacific Ry. Co.*, 218 U. S. 88, 109, this court said: "It is somewhat strange that that which was done in the interest of the carriers should be brought forward by them to attack the action of the Commission."

The charge that the order of the commission is "unreasonable, arbitrary, and confiscatory" is not sustained.

It is simply a question of difference between the regulating body and the carriers as to what is best for these carriers and for the public.

In separate hearings, the commission has twice passed upon the subject. After three separate hearings, its order each time has been sustained by the Commerce Court.

The judgment should be affirmed.

JOHN W. DAVIS,
Solicitor General.
BLACKBURN ESTERLINE,
Special Assistant to the Attorney General.

NOVEMBER, 1913.

○

Office Supreme Court, U. S.
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In Equity, No. 590.

In the Supreme Court of the United States.

OCTOBER TERM, 1913.

THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY, SOUTHERN PACIFIC COMPANY, AND SAN PEDRO, LOS ANGELES & SALT LAKE RAILROAD COMPANY ET AL., APPELLANTS,

v.

THE UNITED STATES OF AMERICA, INTERSTATE COMMERCE COMMISSION, AND ARLINGTON HEIGHTS FRUIT EXCHANGE ET AL., APPELLEES.

APPEAL FROM THE UNITED STATES COMMERCE COURT.

BRIEF FOR INTERSTATE COMMERCE COMMISSION.

P. J. FARRELL,
Solicitor.

WASHINGTON : GOVERNMENT PRINTING OFFICE : 1913

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In the Supreme Court of the United States.

OCTOBER TERM, 1913.

THE ATCHISON, TOPEKA & SANTA FE Railway Company, Southern Pacific Company, and San Pedro, Los Angeles & Salt Lake Railroad Company et al., appellants,

v.

THE UNITED STATES OF AMERICA, Interstate Commerce Commission, and Arlington Heights Fruit Exchange et al., appellees.

In Equity, No. 590.

APPEAL FROM THE UNITED STATES COMMERCE COURT.

BRIEF FOR INTERSTATE COMMERCE COMMISSION.

STATEMENT.

This is an appeal from a final decree of the Commerce Court dismissing a petition filed in that court by the appellants against the United States to obtain a decree annulling and setting aside two orders of the commission, one dated January 14, 1911, and the other dated April 8, 1912.

After suit was instituted as aforesaid, the appellees, Interstate Commerce Commission and Arlington

Heights Fruit Exchange et al., intervened therein in accordance with the provisions of section 5 of the Commerce Court act of June 18, 1910.

The body of the order of January 14 is:

> This case coming on to be further heard upon the issue as to the reasonableness of the refrigeration charges, and having been submitted by the parties, and full investigation of the matters and things involved having been had, and the commission having, on the date hereof, made and filed a report containing its findings of fact and conclusions thereon, and having found that the above-named defendants' present charge of $30 per car upon oranges when precooled and preiced by the shipper transported in carloads from shipping and producing points in southern California to points in other States of the United States designated in Transcontinental Freight Bureau East-Bound Tariffs No. 3–I (I. C. C. No. 926), effective October 10, 1910, and No. 7–C (I. C. C. No. 921), effective April 18, 1910, is, to the extent that said charge exceeds $7.50 per car, unreasonable and unjust:
>
> *It is ordered;* That the order heretofore entered in this case is modified, and that said defendants, according as their routes may run, be, and they are hereby, notified and required to cease and desist, on or before the 15th day of April, 1911, and for a period of not less than two years thereafter abstain, from exacting their present charge of $30 per car upon oranges precooled and preiced by the shipper transported in carloads from shipping and

producing points in southern California to points in other States of the United States designated in Transcontinental Freight Bureau East-Bound Tariffs No. 3–I (I. C. C. No. 926), effective October 10, 1910, and No. 7–C (I. C. C. No. 921), effective April 18, 1910.

It is further ordered, That said defendants, according as their routes may run, be, and they are hereby, notified and required to establish, on or before the 15th day of April, 1911, and maintain in force thereafter during a period of not less than two years, a charge upon oranges precooled and preiced by the shipper transported in carloads from shipping and producing points in southern California to points in other States of the United States designated in Transcontinental Freight Bureau East-Bound Tariffs No. 3–I (I. C. C. No. 926), effective October 10, 1910, and No. 7–C (I. C. C. No. 921), effective April 18, 1910, which shall not exceed $7.50 per car; but said defendants may, as a condition of making this charge, require that such cars be loaded with boxes of oranges seven tiers wide and two tiers high, and may provide by their tariffs a proper minimum carload weight to accomplish this result, the amount of which to depend upon the dimensions of each car. (Rec., Vol. I, pp. 37–38.)

And the body of the order of April 8 reads:

It appearing, That the Commission had entered upon an investigation concerning the lawfulness of certain tariffs of the carriers defendants herein whereby they canceled prior tariffs containing the charge of $7.50 per car

for precooling oranges transported in carloads from shipping and producing points in southern California to points in other States of the United States designated in Transcontinental Freight Bureau East-Bound Tariffs No. 3–I, I. C. C. No. 926, effective October 10, 1910, and No. 7–C, I. C. C. No. 921, effective April 18, 1910;

It further appearing, That the Commission ordered that the operation of the following schedules so far as they canceled such charge for precooling be suspended until April 28, 1912; to wit: Southern Pacific Company, supplement No. 3 to I. C. C. No. 3318, Joint Refrigeration Tariff No. 359–C, effective July 1, 1911; San Pedro, Los Angeles & Salt Lake Railroad Company, supplement No. 7 to I. C. C. No. 325, effective July 29, 1911; and "Santa Fe System" tariff No. 8123–F, I. C. C. No. 5864, effective February 10, 1912; the last-named tariff being under suspension until June 1, 1912.

It further appearing, That a full investigation of the matters and things involved having been had, and the commission having, on the date hereof, made and filed a report containing its findings of fact and conclusions thereon, which said report is hereby referred to and made a part hereof:

It is ordered, That said defendants be, and they are hereby, notified and required, on or before the 20th day of May, 1912, to cancel the said tariffs and supplements above named so far as they abrogate such charge for precooling.

> *It is further ordered*, That the carriers parties to the above-named tariffs and supplements, herein involved, shall continue in effect, and maintain in force for a period of two years from the date hereof, a charge for precooling oranges transported in carloads from shipping and producing points in southern California to points in other States of the United States as designated in above-described tariffs, which shall not exceed $7.50 per car. (Rec., Vol. I, pp. 51–52.)

The order of January 14, 1911, was based upon a proceeding instituted before the commission in 1909 by the Arlington Heights Fruit Exchange *et al.* against the carriers specifically named as appellants herein, and a very large number of other carriers, engaged in the transportation of citrus fruits from points in southern California to points east of the Rocky Mountains in other States.

The charges of the carriers involved in said proceeding, the reasonableness of which was challenged by the complainants, so far as material here, were: A rate of $1.15 per 100 pounds for the transportation, in carloads, of lemons; rates ranging from $60 to $77.50 per carload for the refrigeration en route of citrus fruits, and an arbitrary charge of $30 per carload, exacted by the carriers in addition to the transportation charge, where such shipments were precooled and preiced by the shippers before they were delivered to the carriers for transportation.

The commission found that the rate of $1.15 was unreasonable to the extent that it exceeded $1;

that the charges for refrigeration en route were not unreasonable, and that the charge of $30 was unreasonable to the extent that it exceeded $7.50; and said order of January 14 is based upon the latter finding.

After the order of January 14 was made and entered by the commission the appellants sought to have it set aside, and for that purpose filed a suit in the Commerce Court. Thereafter, the appellants made application to the court for a preliminary injunction, which was denied, whereupon they complied with the order by filing tariffs in the commission's office.

Subsequently, however, the appellants undertook to cancel such tariffs and thus deprive the shippers of an opportunity to precool and preice their shipments, as aforesaid, and this resulted in a supplemental hearing before the commission and the issuance by the commission of said order of April 8, 1912.

After the commission issued the order of April 8 the appellants sought to have it set aside, and for that purpose filed a supplemental petition in said suit, wherein, among other things, application for a stay order was made, which, after hearing, was denied.

Final hearing was had upon the pleadings and evidence, and thereafter the Commerce Court entered a decree dismissing the petition, from which an appeal was taken to this court as aforesaid.

The appellants contend that the orders are invalid, and while they advance several reasons in support of

this contention we think such reasons may be summarized as follows:

1. The order of January 14, 1911, is contrary to, and is not supported by, the evidence contained in the record made by the parties in the proceedings before the commission.

2. The order of April 8, 1912, is based upon an erroneous construction of the act to regulate commerce.

POINTS.

I.

THE ORDER OF JANUARY 14, 1911, IS FULLY SUPPORTED BY THE EVIDENCE CONTAINED IN THE RECORD MADE BY THE PARTIES IN THE PROCEEDINGS BEFORE THE COMMISSION.

In support of their claim that the order is contrary to, and is not supported by, the evidence upon which it is based, the petitioners introduced a certified copy of the record before the commission, to which we will refer, but we think specific references to the record are unnecessary, because, according to our view, statements contained in the report of the commission which have not been, and could not be, disputed, fully justify the action taken by the commission. After stating that citrus fruits are shipped both under refrigeration, and under ventilation but without refrigeration, and that some of the refrigerated shipments are reiced en route while others are not, the commission said:

> The car used for the shipment is exactly the same whether the movement is under ventila-

tion or refrigeration or is precooled and preiced. We have already seen that the use of this special car is taken account of in the rate of $1.15 per 100 pounds. Carriers are not, therefore, in case of these precooled shipments entitled to additional compensation by reason of the fact that a car of this type is necessary and furnished.

We have seen that in case of standard refrigeration there is an expense in providing and keeping in repair the ice bunkers which is not presented in the ventilated movement, and this is equally true in case of the precooled shipment. The carrier is, therefore, entitled to this additional cost, which is about $5 per car per trip one way.

The bunkers are filled with somewhat more care and somewhat more compactly in case of the precooled than in case of the refrigerated shipment. Upon the Santa Fe the average weight of the ice in case of these precooled shipments would be at the packing house at least 5 tons. It was found that at the end of the journey these bunkers were from one-sixth to one-half full of ice. The melting would take place more rapidly during the early than during the later part of the journey, and it would be a liberal estimate to put the average weight of the ice during the entire journey at 5,000 pounds. For the hauling of this ice the carriers are entitled to fair compensation, as they are in the case of standard refrigeration.

It has already been said that oranges when moved under ventilation or refrigeration must

be placed in the car with air spaces between the boxes, and this requires a loading of six tiers wide and two tiers high. The packers load these precooled shipments solid, which means that an additional tier can be placed in the car, thereby increasing the weight of the paying freight by exactly one-sixth. This adds in case of the Santa Fe route $53, and in case of the Southern Pacific route, those cars being somewhat larger, $55 to the freight received per car. The carrier for handling the same car with increased weight receives this additional sum while the actual additional cost of moving the car can not exceed one-half that amount.

As bearing upon the reasonableness of the rate, the carriers showed the cost of the movement of these oranges per gross ton—that is, per ton of combined weight of car and contents as compared with other articles—claiming that this was a true basis upon which to fix rates. So treating these precooled shipments, it will be found that the carrier receives more per gross ton for handling the precooled car than for either the ventilated or the refrigerated shipment.

By every canon of rate-making which has been applied by carriers in the past, or which is relied upon by them now, these precooled shipments at the standard rate without additional compensation are better business than either the ventilated or the refrigerated movement.

Clearly these growers who have devised and perfected this system of shipment should not be compelled to pay for the privilege of using it

> more than the fair cost to the carrier of providing the additional facilities which are not included in the ventilated rate with a fair profit. We are of the opinion that the precooling charge of $30 per car is unreasonable and that this charge should not exceed $7.50 per car. (Rec., Vol. I, pp. 24–25.)

Also, the cost to the carriers of transporting the ice contained in the bunkers was said by the commission to be not more than $2.50 per 1,000 pounds. (Rec., Vol. I, p. 15.)

In other words, the commission showed that the income derived by the carriers from the transportation of a carload of citrus fruits precooled and preiced, as aforesaid, after deducting the cost to them of transporting the ice and the additional tonnage of traffic, exceeded to the extent of at least $14 per carload the income derived by them from the transportation of a carload shipped either under ventilation, or under refrigeration and reiced in transit. Nevertheless, the commission permitted the carriers to make on said precooled and preiced shipments, in addition to the transportation charges, an arbitrary charge of $7.50 per carload to cover the cost to them of $5 per car for keeping the bunkers in repair and a 50 per cent profit thereon.

(*a*) *The charge of $7.50 covers only services of carriers in keeping ice bunkers in repair.*

It is not contended that the cost of repairing the bunkers exceeds $5 per car per trip, but it is said that the charge of $7.50 does not furnish reasonable

compensation for the services performed by the carriers in hauling the ice contained in the bunkers. However, it will be seen that the Commission did not intend that said charge, or any part thereof, should be applied to such services. The charge of $7.50 prescribed in the order of the Commission was confined, as above shown, to the service performed by the carriers in keeping the bunkers of the car in repair, while for the services of hauling the ice contained in the bunkers, and the additional tonnage of traffic above mentioned, the carriers are fully and liberally compensated by the $53 additional income they receive from the rate of transportation on a carload of fruit precooled and preiced over and above the amount they receive from such rate either on a carload shipped under ventilation, or under refrigeration where the shipment is reiced in transit.

(*b*) *To vary charge for repairing ice bunkers according to variations in distances over which traffic is transported would be impracticable and improper.*

It is also said that in prescribing the charge of $7.50 the Commission acted arbitrarily since it disregarded, as between the different shipments, differences in mileage pertaining to the transportation, but this objection can not be sustained, first, because it is based entirely upon speculation and is not supported by any evidence contained in the record, and, second, for the reason that as a practical matter it would apparently be impossible to show differences in cost to the carriers of keeping the bunkers in repair as between different shipments, all of which

originate in the same field of production, and are destined, generally speaking, to the same markets of consumption.

(c) *Commission's finding concerning cost to shippers of precooling and preicing fully supported by evidence upon which it is based.*

It is said that the finding of the commission that the cost to shippers of precooling and preicing their shipments ranges from $30 to $35 per car is not justified by any evidence introduced in the proceedings before the commission, but an examination of the record, to which we refer briefly, will conclusively show that this contention can not be sustained.

> Q. Have you made any arrangement with any icing house in Los Angeles to take care of the precooling and preicing of cars?
>
> A. We have a contract now—when I say we, I mean the California Fruit Growers' Exchange—have a contract with the Los Angeles Ice & Cold Storage Co. for precooling and preicing cars.
>
> Q. What do they charge?
>
> A. Five cents a box for the precooling; that is, they unload the boxes, precool them and reload them in the car for 5 cents a box, and then ice the car for $2.25 a ton.
>
> Q. How many tons does it take ordinarily?
>
> A. That Santa Fe car under our method of icing would take 6 tons.
>
> (Rec., Vol. II, p. 189.)
>
> Q. * * * About how many boxes do you average to send in a car before it is precooled?

A. Three hundred and eighty-four boxes is the minimum.

(Rec., Vol. II, p. 252.)

To the same effect see Record, Vol. II, pp. 79, 184, 189, 195, 197, 199, 795–796.

At 5 cents per box a carload of 384 boxes could be precooled for $19.20, while the cost of the 6 tons of ice at $2.25 per ton would be $13.50, making an aggregate of $32.70. However, the cost to the shippers of precooling at their own plants might be somewhat less because in the latter case it would not be necessary to unload the fruit from the cars before it was precooled.

In the brief filed by them in the Commerce Court, counsel for the carriers undertook to show that cost to the shippers of precooling and preicing their shipments of fruit was much greater than as above indicated, but in doing so they included the entire capital invested in plants used in part for other purposes and made no allowance for the facts that shipments used by them by way of illustration were precooled and preiced as an experiment and that the cost per car was therefore much greater than it would be under normal conditions after plants had been fully established and put in operation.

(d) *Reasons advanced by counsel in support of their contention that the order is invalid are based upon erroneous view concerning matters covered by the charge of $7.50.*

Other reasons are advanced by the appellants in support of their contention that the order is invalid, but upon examination they will be found to be based upon the erroneous views of the appellants above pointed out, that is to say, the appellants contend that the charge of $7.50 prescribed in the order covers matters in addition to those connected with the repair of the bunkers, but in view of the language of the commission above quoted we feel certain that this contention can not be successfully made.

For the reasons above set forth we insist that the order of January 14, 1911, is fully supported by the evidence contained in the record.

II.

THE ORDER OF APRIL 8, 1912, IS NOT BASED UPON AN ERRONEOUS CONSTRUCTION OF THE ACT TO REGULATE COMMERCE.

The commission held that shippers of citrus fruits have a right to fill with ice the bunkers of the cars into which their shipments are loaded before they offer them to the appellants for transportation, and the appellants contend that in so holding the commission construed erroneously section 1 of the act, the pertinent portion of which reads as follows:

> * * * The term "transportation" shall include cars and other vehicles and all instrumentalities and facilities of shipment or carriage, irrespective of ownership or of any contract, express or implied, for the use thereof

and all services in connection with the receipt, delivery, elevation, and transfer in transit, ventilation, refrigeration or icing, storage, and handling of property transported; and it shall be the duty of every carrier subject to the provisions of this act to provide and furnish such transportation upon reasonable request therefor, * * *.

In this connection the commission said:

We are, however, of the opinion that the thing done in this case is not refrigeration as ordinarily understood and as previously considered by us, and not a part of the transportation service which these carriers render. The reason for this conclusion is found in the character of the service itself.

Under ordinary refrigeration oranges are placed in the car with spaces between the tiers so as to admit of the free circulation of air. The ice bunkers in the ends of the car are filled with ice, sometimes before the car is loaded but usually not until after the fruit has been put in position, and the ice bunkers are opened and replenished from time to time as the car proceeds on its journey. It is the duty of the carriers to see that the bunkers are properly provided with ice and that the vents of the car are properly closed or opened.

Precooling as practiced by these shippers is entirely different from the refrigeration above described. Under this method the fruit is brought from the orchard to the packing house and is at once packed and placed in a cold room where the heat is gradually

extracted. Shippers insist that the essential feature of precooling or preicing as practiced by them is that the fruit be at once placed under refrigeration, that the heat be gradually and thoroughly extracted from the fruit without subjecting it at any time to an abnormally low temperature, and that when cooled it should be kept at that temperature until loaded. When the car is to be loaded it is brought to the packing house, connected with the cooling room, and thoroughly cooled itself. The oranges are now packed into the car, not with spaces between the boxes but in a solid mass, which incidentally permits of increasing the load of fruit from five tiers to six [six tiers to seven]. The bunkers are filled with ice, large cakes especially prepared for the purpose being used and great care being taken to see that the bunkers are thoroughly filled. After all this has been done the car is sealed up and hauled through to its destination without opening the bunkers and without unsealing the car.

In our opinion there is nothing connected with this operation which is or properly could be a part of the transportation service. Certainly that can not be a transportation service which the carrier in the nature of things can not perform, and there is no essential element in the successful use of preicing which must not be performed by the shipper and which could be properly or advantageously performed by the carrier.

The carrier might furnish the ice with which the bunkers are filled, but it could only

do so at a disadvantage, and if compelled to furnish this ice in proper shape and at a price which would be reasonable as compared with the cost of the ice to the shipper at that point, would not care to do so. If the carrier were allowed to furnish the ice, it could not properly fill the bunkers and seal the car for transportation, since this would require the services of an expert at each separate packing house, nor ought it to be permitted or required to do this inasmuch as the shipper must assume the responsibility of the work having been properly performed.

The only service required of the carrier is to provide the car, set it at the packing house, and when loaded haul that car within a reasonable time to its destination and there make delivery in the same condition in which it was received. The mere fact that ice is used in connection with this shipment no more makes the process of precooling a transportation service than as though ice were placed in the receptacle containing the article to be shipped and not in the bunker of the car. Fish and poultry are very often shipped in barrels filled with ice, but it will not be claimed that for this reason the carrier has the right to furnish the ice which is placed in the package nor to decline to receive the package because it does contain this ice. (Rec., Vol. I, pp. 49–50.)

It will be seen that the commission made a distinction between the work done by the shippers in preicing the cars, as it is called; that is, filling with ice the bunkers of the cars into which they load their ship-

ments of fruit prior to the time when they offer the shipments to the carriers for transportation, and refrigeration en route, namely, putting ice into the bunkers from time to time after the shipments are so delivered to the carriers at points of origin and before they are delivered in turn by the carriers to consignees at points of destination, and held that the former is not, while the latter is, transportation service which the carriers have an exclusive right to perform.

In their brief, counsel for the carriers insist that this distinction can not properly be made.

In this regard, however, counsel appear to have changed their opinion since they defended their clients in the case of *Pacific Coast Lumber Manufacturers' Association et al.* v. *Atchison, Topeka & Santa Fe Railway Company et al.* (14 I. C. C. Rep., 154.) That case was heard in connection with two other cases, and in stating the issues involved, the contentions of the parties, and the commission's decision in the premises, Knapp, chairman, the present presiding judge of the Commerce Court, said:

> The complaints in Nos. 827 and 828 involve the principal railroads operating in southern and official classification territory, respectively. The complaint in No. 873 involves the principal railroads operating in western classification territory. In substance and effect the complaint in each case alleges that certain regulations of defendants which require shippers of lumber and forest products, when using gondola or flat cars, to load to a prescribed

minimum weight and to furnish at their own expense stakes, racks, binders, or other appliances to hold shipments on cars when in transit, are unreasonable and unjust. It is also alleged that it is the duty of defendants to provide proper equipment for the transportation of lumber and forest products, and that the rates charged by defendants for transporting such shipments on gondola or flat cars equipped with stakes, binders, or racks at shippers' expense are unreasonable and unjust to the extent of the cost of such equipment. Complainants therefore pray that defendants be required to furnish shippers of lumber and forest products with open cars properly equipped to hold and transport their shipments, and that whenever defendants provide open cars for such shipments which are not properly equipped an allowance be made to the shipper for the cost of stakes, racks, and binders furnished by him—to wit, $5 per car.

* * * Gondola and flat cars are fitted with holes or pockets into which stakes and braces may be put to hold shipments in place while in transit. (Id. 155.)

Ever since the inception of railroad transportation shippers have, generally speaking, loaded and their consignees have unloaded carload freight. This practice or custom arose naturally because it was the easiest, most economical, and satisfactory way of doing the business. It is practically out of the question for railroads to provide men to load and unload carload freight at all points in the country. The shipper can load more satisfactorily and

economically than anyone else. He is able to possess himself of effective appliances, where they can be used, and to employ skilled men to properly load all carload traffic, whether shipped in closed or on open cars. For the same reasons consignees are the best fitted to unload shipments. For more than 50 years the loading by consignor and unloading by consignee has been a recognized rule of carload transportation, and this rule extends to and includes commodities which yield to carriers the larger part of their revenue. With this custom, and as properly a part of it, there has always existed another custom, which is that shippers are required to secure loads for safe carriage. Because the shipper does the loading he is best situated to fasten the load upon the car. He has the facilities and men at hand and can do the work more satisfactorily and economically than anyone else. Staking the load is in reality a part of the operation of loading, and in the case of lumber it appears that as a practical matter at least one side of the car must be staked before the load can be placed. The custom of staking the load by the shipper dates from no later period than the custom of loading the shipment by him. The work of loading and staking is not confined to shipments of lumber, but extends to and includes shipments of a great variety of commodities, which, because of their nature and character, must be shipped on flat or gondola cars. It seems that the staking of lumber is done more easily and at less expense than is the case with many

> other commodities shipped under similar conditions. (Id. 160–161.)
>
> It is deemed unnecessary to consider certain questions of law which have been ably discussed in the briefs of counsel and in oral argument, because we find and decide upon all the facts and circumstances disclosed by the investigation that the regulations of defendants which require shippers of lumber on open cars to stake and secure the loads for safe carriage are not unjust or unreasonable. (Id. 163–164.)

It thus appears that while the commission has been consistent in its rulings concerning the matter now under consideration the carriers have not been consistent in their contentions concerning that matter. In the lumber case the carriers who are appellants herein claimed that it was entirely proper for them to require the shippers to prepare the cars for the receipt of the load, but in this case they contend that it is improper for the commission to require them to permit the shippers to do that work. There can be no distinction in principle between furnishing ice and putting it into the bunkers of the cars, on the one hand, and furnishing stakes and putting them into the pockets of the cars, on the other hand. It will be seen that in both cases the services are performed by the shippers prior to the time when the traffic is delivered to the carriers for transportation, and we therefore think that trying to differentiate one case from the other would be like attempting to

make a distinction where no difference in substance exists. Preicing cars into which shipments of fruit are loaded would be as much a preparation of the shipments for transportation as would be the staking of cars upon which lumber is loaded.

(a) *Preicing can be done more economically and satisfactorily by shippers than by carriers.*

In the lumber case Chairman Knapp said that, since the inception of railroad transportation, it had been the custom for shippers to furnish stakes and insert them in the pockets of the cars, and that it had also been the custom for shippers to load and for consignees to unload carload freight; and in support of the commission's conclusion that the regulations of the carriers requiring this work to be done by the shippers were just and proper, he further stated that this work could be done more satisfactorily and economically by the shippers than by the carriers. As above shown, statements of a like nature contained in the report of the commission in this case, are as follows:

> In our opinion there is nothing connected with this operation which is or properly could be a part of the transportation service. Certainly that can not be a transportation service which the carrier in the nature of things can not perform, and there is no essential element in the successful use of preicing which must not be performed by the shipper and which could be properly or advantageously performed by the carrier.

> The carrier might furnish the ice with which the bunkers are filled, but it could only do so at a disadvantage and if compelled to furnish this ice in proper shape and at a price which would be reasonable as compared with the cost of the ice to the shipper at that point, would not care to do so. If the carrier were allowed to furnish the ice, it could not properly fill the bunkers and seal the car for transportation, since this would require the services of an expert at each separate packing house, nor ought it to be permitted or required to do this in as much as the shipper must assume the responsibility of the work having been properly performed. (Rec., Vol. I, p. 50.)

(b) *Within certain limits, shippers have control of condition in which traffic may be delivered to carriers for transportation.*

A carrier can not dictate concerning the manner in which traffic shall be prepared for transportation by a shipper, except to the extent of insisting that the preparation shall be such as to enable the carrier to transport the traffic with reasonable convenience and safety and without damage to other property transported. For such purposes the carrier may make and enforce reasonable rules and regulations, and if such rules and regulations are not complied with by the shipper the carrier may refuse to receive and transport the traffic. It may offer to receive for transportation one kind of traffic protected by a crate and require that another kind of traffic be put into a box, barrel, or other similar con-

tainer, but if a shipper sees fit to put into a box or barrel which can be conveniently and safely handled by the carrier traffic which, under such rules, he might instead put into a crate, the carrier can not insist that the crate, instead of the box or the barrel, shall be used.

If traffic, when offered by the shipper to the carrier for transportation, is not prepared in accordance with such reasonable rules and regulations the carrier, as above stated, may refuse to receive and transport it, but can not either prevent the shipper from performing the service of preparation or insist that such service shall be performed instead by itself.

(c) *Cases cited in their brief by counsel for the carriers are inapposite.*

Cases cited in their brief by counsel for the carriers, including decisions of the commission, are inapposite because they all refer to instances where the services of refrigeration were to be performed after the traffic had been delivered to the carriers by the shippers for transportation at points of origin and before it had been delivered by the carriers to the consignees at points of destination. In this connection counsel cite, and apparently rely upon, a decision of this court in the case of *Interstate Commerce Commission* v. *Diffenbaugh* (222 U. S., 42). They say the court in that case held that "As the carrier is required to furnish elevation as a part of the transportation required by law, it may perform that work itself or hire others to do it." And from this they argue that

elevation is a part of transportation which the carriers have an exclusive right to control. An examination of that case will show, however, that the elevation there referred to by the court is elevation en route and not elevation either at points of origin before the traffic is offered to the carrier for transportation or at points of destination after the traffic has been delivered by the carrier to the consignee. The former is necessarily a part of the transportation which carriers are, by section 1 of the act to regulate commerce, required to perform, while the latter is a service which shippers and consignees not only may but must perform for themselves at their own expense, and we respectfully submit that the decision of this court in the Diffenbaugh case is in no respect in conflict with this construction of the law.

(d) *Carriers can not compel shippers to pay for refrigeration services they do not ask for and do not need.*

Counsel further say that the commission committed an error in relieving the shippers who preice their shipments and deliver them to the carriers for transportation with instructions that they be not reiced en route from paying a part of the expense incurred by the carriers for the purpose of enabling them to furnish necessary refrigeration, but if one shipper, whose traffic does not require refrigeration en route, must pay a portion of such expense, another shipper similarly circumstanced must do likewise, and it would, of course, be absurd to claim that, whether they require refrigeration en route or not,

all shipments may be required to pay a portion of the expense of establishing and maintaining the refrigeration plants of the carriers.

(e) *Right of carriers to reice in order to protect themselves against damages which would otherwise result from delays en route is freely admitted.*

In this connection it is said that, because of delays in transportation, preiced shipments may require reicing en route, but the right of the carrier to reice under such circumstances is freely admitted by the commission. However, between the carrier's right to reice and its right to compel the shipper to pay the expense of reicing, there is a great difference. If reicing is made necessary by something for which the carrier is responsible the carrier alone should and must pay the expense thereof, while if reicing is made necessary by something for which the shipper is responsible a contrary rule regarding expense would, of course, be applicable, but the right of the shipper to preice does not in any way conflict with the right of the carrier to compel the shipper to pay the expense of reicing where such expense is made necessary by an act of the shipper.

No question is made concerning the right of the carriers to protect themselves against the expense of reicing made necessary by matters for which the shippers are responsible, and the record shows that the carriers have provided themselves with such protection in this case. In this connection we call

attention to the following language contained in the "Amended and supplemental petition," namely:

> On or about the 5th day of July, 1909, said carriers, and particularly the initial carriers, through their agencies (certain refrigerator car line companies) amended their refrigeration rules so as to provide as follows:
>
> "An [On] all carloads of citrus fruit precooled and preiced, or preiced by shipper, offered for shipment with instructions, 'Do not reice en route,' a charge of $30 per car of 32,000 pounds or less will be made, excess weight to be charged for at 9.375 cents per 100 pounds. On all cars handled under this rule, shipper will sign the following release, which must in all cases appear on shipping ticket and bill of lading and be copied on waybill by agent;
>
> "'The giving and acceptance of these special instructions from the shipper releases the initial carrier and its connections from all liability for damage caused by nonicing in transit or at destination.' In event any such car is reiced in transit, the above charge of $30 will be canceled and the regular refrigeration rate applicable from San Bernardino or Los Angeles, Cal., to final destination, as shown in this tariff, will apply and must be added to the waybill for collection in the usual manner." (Rec., Vol. I, p. 3.)

(f) *Shippers' right to preice does not depend upon carrier's view of result which will ensue if shippers avail themselves of such right.*

Counsel further contend that a compliance with the order will result in discrimination between large and small shippers and destroy the value of the carriers' precooling plants. These contentions were also made by counsel for the carriers in the proceedings before the commission, and in reply thereto the commission said:

> It is urged that to allow shippers to precool their own shipments will result in discrimination in favor of the large and against the small shipper, but this is not apparently true under actual conditions at the present time.
>
> Oranges must pass through a packing house, and these houses are generally available to small and large patrons alike. Any packing house of considerable size would be forced to provide itself with facilities for precooling if this method were generally introduced, and these facilities would therefore be open to growers generally.
>
> But if they were not it is doubtful whether either the carriers or this commission should deprive the great majority of growers of the right to use this improved and more economical method simply because it could not be made universally available. This, as we have seen it, is a part of the preparation of the shipment for transportation and not of the transportation itself.
>
> It is also stated that to permit precooling without the imposition of a greater charge than we have fixed would destroy the value of the plants which the Santa Fe and the

Southern Pacific have erected at San Bernardino and Colton.

If this was so the argument would not be conclusive. There is no growth without decay. The improved process renders worthless the old machine in every field of industry. If the march of improvement has made antiquated and valueless the icing plants of these defendants, that is no reason why the better system should not be introduced.

But there is no such situation in this case. These plants of the defendants are modern in construction and were built largely in view of the experiments made by Prof. Powell. They are both ice-making and precooling plants. Apparently the precooling part is of little value, since it saves nothing in the cost of standard refrigeration and does not take the place of it. If these defendants, in view of all the circumstances, have made a mistake in the erection of these facilities they have no right to insist that the public shall make good that blunder. (Rec., Vol. I, pp. 25–26.)

In the case of *Interstate Commerce Commission* v. *Delaware, Lackawanna & Western Railroad Co.* (220 U. S., 235), certain carriers had established carload rates for the transportation of different articles, when combined and shipped in carload lots, but by rule duly published and filed had undertaken to confine such rates to cases where all the traffic in the car was owned by one party and compel the payment of much greater rates, namely, the carriers' less-than-carload rates, in cases where there was a diversity of ownership, and in attempting to justify this rule they

contended that it was necessary to prevent discrimination between large shippers who could make such combinations and small shippers who could not. In reply to this contention, however, this court, speaking through the present Chief Justice, said:

> * * * The proposition rests upon the fallacious assumption that because a carrier has the authority to fix rates it has the right to discriminate as to those who shall be entitled to avail of them. (Id. 254–255.)

It thus appears that the shippers' right to preice their shipments of fruit does not depend upon what the carriers may think concerning discriminations which may result if the shippers are permitted to avail themselves of that right.

(g) *To serve their own interests the carriers are seeking to compel shippers to adopt an unnecessarily expensive method of shipment.*

The real reason why the carriers desire to withdraw the tariffs in question is because they wish to deprive the shippers of the benefits now derived by them through precooling their shipments and compel them to adopt a more expensive method of handling their shipments and pay the carriers for refrigeration services the shippers do not now need. In this connection the commission said:

> The matter, therefore, stands like this: The United States Government has suggested, and these shippers acting upon the suggestion, have perfected a system of handling these oranges, by which they can be carried during all heated

months to destination at an expense of $32.50 per car approximately. The carriers offer an alternative system at a charge of $62.50, or probably slightly more on the average, and this charge for that service has been found to be reasonable. May the carriers insist that the shipper shall pay this higher charge or has the shipper a right to avail himself of the modern method?

During the season last past some 17,000 carloads of oranges moved under refrigeration. The season which is now opening will probably see an increase in that number to 20,000, and in the near future it will doubtless rise to 25,000 cars. The saving per car between the method of the shipper and the charge of the defendant is from $30 to $40, which means an annual saving to these complainants of from $600,000 to $800,000 per year. If it be the law that these defendants have a right to impose upon this traffic this enormous burden, then the law should be changed, for the practical result of this application is monstrous; in our opinion it is not the law. (Rec., Vol. I, p. 24.)

(h) *Hepburn Act did not make preicing in question a part of transportation.*

It may be said that the preicing referred to is now a part of the transportation which the carriers may control, even though prior to the passage of the Hepburn Act it was not, but we have seen that the refrigeration and icing which carriers, by that act, are required to furnish as a part of the transportation are

such as the shipper may request. Of course such request may be either express or implied, but in this case there is no request of any kind. On the contrary, when the shippers deliver their shipments of fruit to the carriers for transportation, the shipping directions in each instance are accompanied with instructions in writing to the carriers that the shipments be not reiced en route and are also accompanied with releases executed by the shippers to the carriers as aforesaid.

Counsel insist, however, that by ordering refrigerator cars shippers make request for such refrigeration and icing, but if this were true it would necessarily follow that by ordering refrigerator cars for shipments of fruit to be transported under ventilation only, the shippers request the carriers to refrigerate and ice the shipments. In the latter case, however, counsel do not claim the carriers are either requested or authorized to refrigerate and ice the shipments, and we feel certain that if they did their contention would be regarded by the court as unsound. When traffic is offered by a shipper to a carrier for transportation, the carrier must furnish, in connection with such transportation, such cars as are suitable and proper under the circumstances and will reasonably accommodate and protect the traffic transported.

In connection with the transportation of shipments of fruit the carriers, in all cases, furnish refrigerator cars, regardless of whether the shipments are refrigerated en route, and, as stated by the commission in its report as above shown, receive compensation

therefor out of the rates exacted by them for the transportation. It is therefore apparent that by simply ordering a refrigerator car a shipper does not request, and should not be compelled to accept and pay for, refrigeration which he does not need.

(i) *Such preicing is an indispensable element of the precooling process.*

Counsel further contend that the commission committed an error in confusing preicing with precooling, but this contention is without merit, because, as stated by the commission in its report, as above shown, preicing is a part of the process of precooling, and without a right to preice the shippers could not avail themselves of the precooling process in preparing their shipments for transportation.

(j) *If commission had permitted cancellation tariffs of carriers to become operative, shipments of fruit would have been thereby subjected to new rates in excess of those formerly in effect.*

Finally, counsel say that in suspending the cancellation of tariffs in question the commission acted beyond its power, because it has authority to suspend only where a "schedule stating a new individual or joint rate, fare, or charge, or any new individual or joint classification, or any new individual or joint regulation or practice affecting any rate, fare or charge," is filed by a carrier.

If the cancellation referred to had been permitted, the rates now applied by the carriers to the transportation of precooled shipments would not have been available to the shippers, and other and different

rates, that is to say, "new rates," would necessarily have been applied by the carriers to the transportation. It is therefore apparent that, in suspending the operation of said cancellation tariffs, the commission acted wholly within its authority.

(k) *Carriers may not render ineffective an order of the commission by canceling tariffs voluntarily published and filed by them upon which the order is based.*

We have seen that at the time the order of Janu- 14, 1911, was made and issued the appellants had on file in the office of the commission tariffs under which different shipments of fruit in carloads were being made; that is to say, shipments under ventilation, to which the rate of $1 per 100 pounds was applied, shipments iced en route, to which the rate of $1 and refrigeration charges ranging from $60 to $77.50 per carload were applied, and shipments precooled and preiced, but not iced en route, to which the rate of $1 and an arbitraty charge of $30 per carload were applied; that after due hearing and investigation, and upon substantial evidence, the commission found the charge of $30 to be unreasonable, and by said order, which was duly made and served upon the appellants, required them to establish and maintain in force during a period of not less than two years in lieu of the $30 charge a charge which should not exceed $7.50, which the commission found to be reasonable; that, thereupon, the appellants, for the purpose of avoiding compliance with the order, and without providing any substitute service and charge for the precooled and preiced shipments which

are fairly their equivalent in cost and efficiency, attempted to cancel the tariff which covered such service and charge, and that, by the order of April 8, 1912, the commission undertook to prevent such action on the part of the appellants from becoming effective. The most important question now before the court for determination, therefore, is: Did the commission, in making said order of April 8, exceed the authority conferred upon it by the act to regulate commerce?

If what the appellants undertook to do in this case can not be prevented, it is difficult to see how any order of the commission pertaining to rates of transportation can be made effective, unless the carriers against whom it is made are willing it should be. If a carrier may avoid compliance with an order of the commission in one case by canceling the tariff upon which the order is based, it may, in like manner, accomplish the same result in all other similar cases, and thus render ineffective action taken by the commission under the provisions of said act. In this connection the Commerce Court, in its opinion, said:

> In the report made in connection with the order of April 8, 1912, the commission found as follows:
>
> "But, while in our opinion the process of precooling as above defined is not a transportation service, since it is performed by the shipper and can not be performed by the carrier, it does nevertheless take the place of refrigeration, and if these defendants had provided and were prepared to furnish refrigera-

tion which would answer the same purpose as precooling at substantially the same price, then it might perhaps be held that the shipper should avail himself of the refrigeration which the carrier was prepared to furnish; but that situation is not here presented. This record shows that the cost to the shipper of refrigeration when furnished by the railroad in any one of the several forms offered is upon the average from $30 to $35 a car greater than the cost of precooling. The complainants urge that they have the legal right to precool and that this right can not be denied them by this commission. Without expressing any opinion upon that proposition, we are clear that until the carriers offer a substitute for precooling which is fairly its equivalent in cost and in efficiency, it is the right of the shipper to avail himself of this privilege. As stated in our former opinion, the difference in expense applied to all the carloads of citrus fruits which are now refrigerated in transit would equal $600,000 per year." (23 I. C. C. Rep., 267.)

The result of the whole matter is that the commission found that the precooling service performed by the shipper could not be performed by the petitioners for the reasons stated in the report, and that petitioners offer no substitute for such precooling which is fairly equivalent in cost and in efficiency. The commission expressed no opinion upon the absolute legal right of the shipper to precool (including icing) his fruit, but decided only that until petitioners offer a substitute for precooling as practiced by the shipper

which is fairly its equivalent in cost and in efficiency, it was the right of the shipper to avail himself of this privilege. We think this was an administrative ruling clearly within the power and jurisdiction of the commission and with which this court may not interfere.

As it is conceded by counsel for the petitioners that the shippers have the right to precool their fruit, with the exception of placing ice in the bunkers of the car in connection with such precooling, and that it is not necessary to furnish any different car than the one provided for standard refrigeration or precooling by the carrier, and that the ice placed in the car is furnished by the shipper prior to the time at which the car is delivered to the carrier for transportation, the matter of precooling by the shippers becomes a practice which the commission could condemn or indorse without interference by the courts. (Vol. I, pp. 140–141.)

For the reasons above set forth we insist that the decree of the Commerce Court dismissing the petition of the appellants is correct and should be affirmed.

Respectfully submitted.

P. J. FARRELL,
Solicitor for Interstate Commerce Commission, Appellee.

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